

Two Stage Two Envelope Bidding

Sri Lanka Railways (SLR)

Procurement of Level Crossing Monitoring System for Sri Lanka Railways

Section 1 – Bidding Procedures

Information Copy Not For Bidding

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Section I. Instructions to Bidders

A. General

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| 1. Scope of Bid | 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Level crossing Monitoring System as specified in Section 6 (Schedule of Requirements). The name, identification, and number of lots (contracts) of the National Competitive Bidding (NCB) , are provided in the BDS. |
| | 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section 7 (General Conditions) (GC). |
| 2. Source of Funds | 2.1 Funding source will be the treasury of government of Sri Lanka (GOSL). |
| 3. Corrupt Practices | <p>3.1 SLR's Anticorruption Policy requires bidders, suppliers, and contractors under GOSL financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SLR:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract;</p> <p>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and</p> <p>(c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GOSL financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive</p> |

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| | practices in competing for, or in executing, an GOSL financed contract. |
| | 3.2 Furthermore, Bidders shall be aware of the provision stated in the General Conditions (GC 34.1, Termination for Contractor's Default). |
| 4. Eligible Bidders | <p>4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.5—or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an existing agreement in the form of a joint venture, consortium or association (JV). In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> |
| | 4.2 This clause is not applicable. |
| | <p>4.3 SLR's Anticorruption Policy's requirement that bidders, suppliers, and contractors under GOSL financed contracts, observe the highest standard of ethics. SLR will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <p>(a) they have controlling partners in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Level crossing Monitoring System that are the subject of the bid.</p> |
| | 4.4 A firm shall not be eligible to participate in any procurement activities under an GOSL financed project while under sanction by SLR pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by SLR. A bid from a sanctioned firm will be rejected. |

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| | 4.5 | Government-owned entities shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer. |
| | 4.6 | Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request. |
| | 4.7 | In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders. |
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| 5. Eligible monitoring system | 5.1 | For the purposes of these Bidding Documents, the Level crossing Monitoring System means all: <ul style="list-style-type: none"> (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called "the products" in some clauses of the ITB); and (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services necessary for proper operation of the products to be provided by the selected Bidder and as specified in the Contract. |
| | 5.2 | This clause is intentionally left blank. |
| | 5.3 | This clause is intentionally left blank. |
| 6. Intellectual Property | 6.1 | By signing the Bid Submission Form, the Bidder represents that it either is the owner of the Intellectual Property Rights in the Products and/or Services offered, or that it has proper authorization and/or license to offer them from the owner of such rights. Willful misrepresentation of these facts shall be considered fraudulent practice subject to the provisions of ITB 3.1 through 3.2 above, without prejudice of other remedies that the Employer may take. |
| 7. Status of Sub-contractors | 7.1 | If it is allowed in the BDS for Sub-Contractors to be nominated for certain components to be taken into account in assessing the Bidder's overall qualifications, any Sub-Contractor so nominated by any Bidder is automatically disqualified from being a Bidder itself or a partner in a Joint Venture. Non-compliance may result in the rejection of all bids in which the affected firm participates as Bidder or as partner in a Joint Venture. |
| | 7.2 | Any firm not participating as bidder or as partner in a Joint Venture may be proposed as a Sub-Contractor in any number of bids. |
| | 7.3 | This clause intentionally left blank. |
| | 7.4 | Bidders are free to list more than one Sub-Contractor against each item. Quoted rates and prices will be deemed to apply, whichever |

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| | <p>Sub-Contractor is appointed, and no adjustment of the rates or prices will be permitted. The Employer reserves the right to delete any proposed Sub-Contractor from the list. This shall be done prior to Contract signature, by deleting such unacceptable Sub-Contractors from Appendix 3 of Section 9 (Contract Forms), which shall list the approved Sub-Contractors for each item prior to Contract signature. Subsequent additions and deletions from the list of approved Sub-Contractors shall be performed in accordance with GC Clause 20.</p> <p>7.5 The Employer, where applicable, may select only some of the listed Sub-Contractors in evaluating a bid. The criteria for selection will be set out in the BDS.</p> |
| 8. Contacting the Employer | <p>8.1 From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the Employer (or designated Project Manager) on any matter related to the bid, it should do so in writing. Failure to do so may result in rejection of its bid.</p> <p>8.2 If a Bidder tries to directly influence the Employer or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid may be rejected.</p> |
| B. Contents of Bidding Document | |
| 9. Sections of Bidding Document | <p>9.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 11.</p> <p>PART 1 Bidding Procedures Section 1. Instructions to Bidders (ITB) Section 2. Bid Data Sheet (BDS) Section 3. Evaluation and Qualification Criteria Section 4. Bidding Forms Section 5. Not applicable</p> <p>PART 2 Requirements Section 6. Schedule of Requirements</p> <p>PART 3 Conditions of Contract and Contract Forms Section 7. General Conditions (GC) Section 8. Particular Conditions (PC) Section 9. Contract Forms</p> |
| | 9.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document. |
| | 9.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids. |
| | 9.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. |
| 10. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | 10.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 10.4. The |

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| | <p>Employer will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 9.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 11 and ITB 27.2.</p> |
| | <p>10.2 The Bidder, may on notifying the Employer in writing within the time stated in the BDS, visit and examine the site where the Level crossing Monitoring Systems are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision Level crossing Monitoring System. The costs of visiting the site shall be at the Bidder's own expense.</p> |
| | <p>10.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> |
| | <p>10.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> |
| | <p>10.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p> |
| | <p>10.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 9.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 11 and not through the minutes of the pre-bid meeting.</p> |
| | <p>10.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p> |
| 11. Amendment of Bidding Document | <p>11.1 At any time prior to the deadline for submission of first and second stage bids, the Employer may amend the Bidding Document by issuing addenda.</p> |
| | <p>11.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 9.3.</p> |
| | <p>11.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may,</p> |

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| | at its discretion, extend the deadline for the submission of bids, pursuant to ITB 27.2. |
| 12. Cost of Bidding | 12.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 13. Language of Bid | 13.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| C-1. First Stage Bid Preparation | |
| 14. Documents Comprising the First Stage Bid | <p>14.1 At the first-stage, Bidders shall submit the First-Stage Bid consisting of two sealed envelopes, one containing the Technical Bid and the other the Price Bid, enclosed together in an outer single envelope. Bidders must use the Bidder's Response Format (BRF) provided to structure and submit their bids.</p> <p>14.2 The Technical Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Letter of Technical Bid; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 24; (c) alternative Bids in accordance with ITB 16; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 25.2; (e) documentary evidence in accordance with ITB 17, that the equipment and services offered by the Bidder in its bid or in any alternative bid are eligible. (Not applicable) (f) documentary evidence in accordance with ITB 18, the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted; (g) documentary evidence in accordance with ITB 19, that the equipment and services offered by the Bidder conform to the Bidding Document and/or details of deviations in accordance with ITB 19.2; (h) Technical Proposal in accordance with ITB 20; (i) list of subcontractors, in accordance with ITB 20.2; and (j) any other document required in the BDS. <p>14.3 In addition to the requirements under ITB 14.2, bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a</p> |

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| | <p>successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.</p> <p>14.4 The Price Bid submitted by the Bidder shall comprise the following;</p> <ul style="list-style-type: none"> (a) The Letter of Price Bid (b) Price Schedules, in accordance with ITB 15 and ITB 21; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 25.2, and (d) Other documentation and information which may be specified in the BDS. |
| 15. Letters of First Stage Bid, Attachments and Schedules | 15.1 The Bidder shall complete the Letters of Technical and Price Bid and their attachments, the Letter of Modified Bid and its attachments, the Schedules, including the appropriate Price Schedules and Supplementary Price Schedules, using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed as instructed in each form and as required in the BDS. |
| 16. Alternative Bids | 16.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| 17. Documents Establishing the Eligibility of the Level crossing Monitoring System | 17.1 This clause is not applicable. |
| 18. Documents Establishing the Eligibility and Qualifications of the Bidder | <p>18.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Bidder Response Format included in Section 4 (Bidding Forms).</p> <p>18.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 50.</p> |
| 19. Documents Establishing Conformity of the Level crossing Monitoring System | <p>19.1 The Bidder shall furnish the information stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate substantial responsiveness of its bid to the work requirements and the completion time.</p> <p>19.2 For major items of Level crossing Monitoring Systems as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name of the proposed Sub-Contractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Sub-Contractor is appointed, and no adjustment of the rates and prices will be permitted.</p> <p>19.3 The written evidence of conformity of the Level crossing Monitoring System shall be inserted into the tables that comprise the Bidder's response to items in Section 6 (Schedule of</p> |

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| | <p>Requirements) in the form of written descriptions, literature, diagrams, certifications, and client references.</p> <p>19.4 The Bidder will provide an item-by-item response to the Employer's Schedule of Requirements, demonstrating what the Bidder will provide, and how from a technical, functional, business or Service perspective, as appropriate, its Level crossing Monitoring System respond to the requirements</p> <p>19.5 A Preliminary Project Plan is required the details of which are described in Section 6 (Schedule of Requirements).</p> <p>19.6 A written confirmation that the Bidder accepts responsibility for the successful integration and inter-operability of all Level crossing Monitoring System Services as required by the Bidding Documents.</p> <p>19.7 For purposes of the commentary to be furnished pursuant to ITB 19.4, the Bidder shall note that any references to brand names or model numbers or national or proprietary standards designated by the Employer in Section 6 (Schedule of Requirements) are intended to be descriptive and not restrictive (except where explicitly prohibited in the BDS for specific items or standards). The Bidder may substitute alternative brand/model names or standards in its bid, provided that it demonstrates to the Employer's satisfaction that the use of the substitute(s) will result in the Radio Telecommunication Products and/or Services being able to perform substantially equivalent to or better than that specified in Section 6 (Schedule of Requirements).</p> |
| <p>20. Technical Proposal, Subcontractors</p> | <p>20.1 The Bidder shall furnish a Technical Proposal, including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the Employer's requirements and the completion time.</p> <p>20.2 For major items of equipment and services as listed by the Employer in Criterion 2.6 of Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name of the proposed Subcontractors, including Manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the plant and services.</p> <p>20.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1.</p> |
| <p>21. BidPrices</p> | <p>21.1 Unless otherwise specified in the BDS, bidders shall quote for the entire Level crossing Monitoring System on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, completion, acceptance, commissioning and support of the Level crossing Monitoring System as specified in Section 6(Schedule of Requirements). This includes all requirements under</p> |

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| | <p>the Contractor's responsibilities for testing, pre-commissioning and commissioning of the Level crossing Monitoring System and, where so required by the Bidding Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.</p> <p>21.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 4 (Bidding Forms).</p> <p>21.3 The price of items that the Bidder has left blank in the cost tables provided in the BRF shall be assumed to be included in the price of other items. Items omitted altogether from the price tables shall be assumed to be omitted from the Bid and, provided that the Bid is substantially responsive, an adjustment to the bid price will be made during evaluation in accordance with ITB 47.3.</p> <p>21.4 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section 6 (Schedule of Requirements), and with GC and Appendix 7 (Terms and Procedures for Payment). Bidders may be required to provide breakdown of any composite or lump-sum items included in the price tables.</p> <p>21.5 The prices for Level crossing Monitoring System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, and quoted in the appropriate columns of the cost tables in the BRF as follows:</p> <p>(a) Products supplied from outside the Employer's country:</p> <p>Unless otherwise specified in the BDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in the Employer's country. The named place of destination and special instructions for the contract of carriage are as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any country. Similarly, the Bidder may obtain insurance Services accordingly.</p> <p>(b) Locally supplied Products:</p> <p>Unit prices of Products offered from within the Employer's Country, shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the Products, but excluding all VAT or sales and other taxes and duties/fees incurred for the Products at the time of invoicing or sales transaction, if the Contract is awarded.</p> <p>(c) Inland transportation:</p> |
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| | <p>Unless states otherwise in the BDS, inland transportation, insurance and related local costs incidental to the delivery of the Products to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 34.6, whether the Products are to be supplied locally or from outside the Employer's country, except when these costs are already included in the price of the Products, as is, e.g., the case, when ITB 34.5(a) specifies CIP, and the named places of destination are the Project Sites.</p> <p>21.6 This clause is not applicable.</p> <p>21.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GOC Clause 1.1 and prices for Recurrent Costs to be incurred during the Post-Warranty Services Period, defined in PC Clause 1, shall be quoted as Service prices in accordance with ITB 34.6 on the Recurrent Costs Form in detail, and on the Recurrent Costs Summary Form in currency total. Recurrent costs are all-inclusive of the costs necessary items such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the Level crossing Monitoring System and, if appropriate, of the Bidder's own allowance for price increases.</p> <p>21.8 The prices shall be either fixed or adjustable as specified in the BDS.</p> <p>21.9 In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p> <p>21.10 In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 4 (Bidding Forms).</p> <p>21.11 If so indicated in the BDS, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.</p> |
| <p>22. Currencies and Payments</p> | <p>22.1 The currency(ies) of the Bid shall be as specified in the BDS.</p> |
| <p>23. Period of Validity of Bids</p> | <p>23.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>23.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with</p> |

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| | <p>ITB 24, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.</p> |
| <p>24. Bid Security</p> | <p>24.1 The Bidder shall furnish as part of its bid, either a bid-securing declaration or a bid security as specified in the BDS, in original form and in the amount and currency specified in the BDS.</p> <p>24.2 The bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (c) an unconditional bank guarantee; (d) an irrevocable letter of credit; or (e) a cashier's or certified check; <p>from a reputable source. The bid security shall be submitted using the Bid Security Form included in Section 4(Bidding Forms), the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 23.2.</p> <p>24.3 Any bid not accompanied by an enforceable and compliant bid security shall be rejected by the Employer as non-responsive.</p> <p>24.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 60.</p> <p>24.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p> <p>24.6 The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 59; or (ii) furnish a performance security in accordance with ITB 60. <p>24.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.</p> |
| <p>25. Format and Signing of Bids</p> | <p>25.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 14 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 16, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY." In</p> |

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| | <p>the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p> <p>25.3 A bid submitted by a Joint Venture shall be signed so as to be legally binding on all partners.</p> <p>25.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid</p> |
| <p>C-2. First Stage Bid Submission and Opening</p> | |
| <p>26. Submission, Sealing and Marking of Bids</p> | <p>26.1 Bidders may always submit their First-Stage Bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing, and marking are as follows:</p> <p>(a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedures shall be in accordance with ITB 26.2, ITB 26.3 and ITB 26.4.</p> <p>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p> <p>26.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer in accordance with ITB 30.1;</p> <p>(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and</p> <p>26.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 30.1.</p> <p>26.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 43.1.</p> |

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| | <p>26.5 Alternative Bids, if permissible in accordance with ITB 16, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 25 and ITB 26, with the inner envelopes marked in addition "ALTERNATIVE NO." as appropriate.</p> <p>26.6 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p> <p>26.7 Instructions under this clause shall also apply to the Modified Bids, consisting of Revised Technical Proposals and Supplementary Price Schedules that shall be submitted in the Second-Stage in a single envelope.</p> |
| <p>27. Deadline for Submission of First Stage Bids</p> | <p>27.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>27.2 The Employer may, at its discretion, extend the deadline for the submission of First Stage Bids by amending the Bidding Document in accordance with ITB 11, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| <p>28. Late Bids</p> | <p>28.1 The Employer shall not consider any Bid that arrives after the deadlines for submission of Bids, in accordance with ITB 27. Any Bid received by the Employer after the deadlines for submission of First-Stage and Second-Stage Bids shall be declared late, rejected, and returned unopened to the Bidder.</p> |
| <p>29. Substitution, and Modification of First Stage Bids</p> | <p>29.1 In case a Bidder wishes to substitute or modify its First Stage Bid after it has been submitted and prior to the deadline for First Stage Bid submission, it may do so by sending a written notice, as per ITB 10.1 and its substituted or modified First Stage Bid will be opened as per ITB 30.</p> |
| <p>30. Opening of First Stage Bids by Employer</p> | <p>30.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 26.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.</p> <p>30.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening</p> <p>30.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened. No envelope shall</p> |

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| | <p>be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>30.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 30.1.</p> <p>30.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a bid security or a Bid-Securing Declaration, if required; and (d) any other details as the Employer may consider appropriate <p>Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 28.1.</p> <p>30.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and alternative Bid; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.</p> |
| <p>C-3. First Stage Bid Evaluation</p> | |
| <p>31. Confidentiality</p> | <p>31.1 Information relating to the evaluation of First and Second Stage Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of contract award.</p> <p>31.2 Any attempt by a Bidder to influence the Employer in the evaluation of the First and Second Stage Bids or Contract award decisions may result in the rejection of its bid.</p> <p>31.3 Notwithstanding ITB 31.2, from the time of First Stage bid opening to the time of Contract award, if any Bidder wishes to contact the</p> |

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| | Employer on any matter related to the bidding process, it should do so in writing. |
| 32. Deviations, Reservations, and Omissions | <p>32.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p> |
| 33. Determination of Responsiveness of First Stage Bids | <p>33.1 The Employer will examine the First Stage Bids to determine whether they are complete, whether the documents have been properly signed and whether the First Stage Bids are generally in order. Any First Stage Bid found to be unsigned or signed by an unauthorized person or not meeting the minimum levels of the performance or other criteria specified in the bidding document may be rejected by the Employer and not included for further consideration.</p> <p>33.2 Provided that a First Stage Technical Bid is generally responsive, the Employer may request that the Bidder submit information or documentation, within a reasonable period of time prior to clarification meetings in accordance with ITB36, to rectify deviations, reservations and omissions on the commercial requirements of First Stage Bids in accordance with ITB14.1.</p> <p>33.3 The Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the bid related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> |
| 34. Technical Evaluation of First Stage Bids | <p>34.1 The Employer will carry out a detailed technical evaluation of the First Stage Bids in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Employer will examine and compare the technical aspects of the First Stage Bids on the basis of the information supplied by the bidders. The categories of technical features that could be evaluated are generally defined below and specifically identified in Section 3 (Evaluation and Qualification Criteria):</p> <p>(a) Performance, capacity, or functionality features such as those that either exceed levels specified as mandatory or desirable in Section 6 (Schedule of Requirements); meet the Employers business requirements, reduce the Employer's level of risk, or influence the life-cycle cost and effectiveness of the Products and/or Services.</p> <p>(b) Usability features, such as ease of use, ease of administration and implementation, or ease of expansion, compatibility with existing infrastructure, systems and applications, which influence life-cycle cost and effectiveness of the Products and/or Services.</p> <p>(c) The thoroughness, reasonableness, and responsiveness of the Bidder's preliminary plans such as the project plan, implementation plan, and transition plan in assisting the Employer to successfully achieve its requirements.</p> |

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| | <p>(d) The thoroughness, reasonableness, and responsiveness of the proposed arrangements for support such as management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified in Section 6 (Schedule of Requirements).</p> <p>(e) Other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).</p> |
| 35. Eligibility and Qualification of the Bidder | <p>35.1 The Employer shall determine to its satisfaction whether Bidders determined as having submitted responsive Bids are eligible and meet the qualification criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 11, and on any additional information which the Employer may request from the Bidder to support such evidence.</p> <p>35.3 An affirmative determination will be a prerequisite for the Employer to invite the Bidder to a clarification meeting in accordance with ITB 36. A negative determination will result in rejection of the Bidder's bid.</p> |
| | <p>35.4 The capabilities of the manufacturers and Sub-Contractors proposed to be used by Bidders will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Should a manufacturer or Sub-Contractor be determined to be unacceptable, if invited to submit a Second Stage Bid, the Bidder will be required to substitute an acceptable manufacturer or Sub-Contractor.</p> |
| D. Clarification of First Stage Bids | |
| 36. Clarification Procedures | <p>36.1 Among Bidders who submitted First Stage Bids that are found to be generally responsive to the minimum operating and performance requirements as laid out, if any, in Section 6 (Schedule of Requirements), the Employer may conduct clarification meetings with each or any Bidder. The clarification meetings shall clarify any aspects of a Bidder's Technical Bid that require explanation and to review any <u>Bidder's proposed deviations and alternative solutions</u>. The Employer may also seek clarifications in writing.</p> |
| | <p>36.2 At the clarification meetings, the Employer may bring to the attention of the Bidder any amendments or changes which the Employer may require to be made to the First Stage Bid; however, the Employer may not require amendments or changes at variance from the Employer's requirements unless the Employer intends to amend the Bidding Document in accordance with ITB 37.1(a).</p> |
| | <p>36.3 The Employer will advise the Bidder of any exceptions or deviations in the First Stage Bid, that are unacceptable and that are to be withdrawn in the Second Stage bid, and of such exceptions or deviations that the Employer finds acceptable.</p> |
| | <p>36.4 The Employer will issue a Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", documenting the clarifications made in writing and/or in a meeting if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage Bid. The Memorandum will be</p> |

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| | communicated to the Bidder as part of the invitation to submit the Second Stage Bid. |
| 37. Invitation to Submit Second Stage Bids | <p>37.1 At the end of the first stage clarification process conducted as necessary, pursuant to ITB 36:</p> <p>(a) the Employer may need to issue an amendment to the Bidding Document resulting from the First Stage Bid evaluation and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or</p> <p>(b) in regard to all bidders, the Employer will either:</p> <p>(i) invite the Bidder to submit a Second Stage Bid for the second stage based on its First Stage Bid taking into account the Bidding Document, if and as amended, and any other modifications as recorded in the Annex to the Memorandum entitled "Changes Required Pursuant to Technical Bid Evaluation". Bidders will be allowed to submit only one Second Stage Bid, or</p> <p>(ii) notify the Bidder that its bid has been rejected on the grounds of being substantially nonresponsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.</p> <p>37.2 The deadline for submission of Second Stage Bids will be specified in the invitation to submit Second Stage Bids, pursuant to ITB 40.1.</p> <p>37.3 Bidders are not allowed to form joint venture(s) or consortium (consortia) with other bidders, nor change the partner or structure of the joint venture or consortium if the Bidder in the First Stage was a joint venture or consortium.</p> <p>37.4 Bidders not wishing to change their Technical Bids or Proposals may withdraw from the bidding process and their Price Bids will be returned unopened.</p> |
| E-1. Second Stage Bid Preparation | |
| 38. Documents Comprising the Second Stage Bid | <p>38.1 The documents comprising the Second Stage Bid are listed in Section 4 (Bidding Forms), in the Bidder Response Format (BRF). Bidders must use the BRF provided to structure and submit their bids. The Modified Bid submitted by the Bidder in the second-stage shall comprise the following:</p> <p>(a) Letter of Modified Bid</p> <p>(b) Completed supplementary schedules as required, including Supplementary Price Schedules, in accordance with ITB 15 and ITB 21;</p> <p>(c) The Modified Technical Bid, comprising any modifications required to the Technical Bid as recorded in the Memorandum entitled "Changes Required Pursuant to Technical Bid Evaluation";</p> |

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| | <p>(d) Documentary evidence establishing in accordance with ITB 14, that any additional or varied plant and services offered by the Bidder, and not included in the Technical Bid, are eligible;</p> <p>(e) Documentary evidence regarding any changes that may have occurred between the time of submitting the Technical and the Modified Technical Bids that have any material effect on the Bidder's eligibility and qualifications to perform the Contract;</p> <p>(f) Documentary evidence establishing that any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to Technical Bid Evaluation", are technically acceptable. The documentary evidence of the conformity of the plant and services to the requirements of the Memorandum entitled "Changes Required Pursuant to Technical Bid Evaluation" may be in the form of literature, drawings and data;</p> <p>(g)) If, as a result of complying with the memorandum "Changes Required Pursuant to Technical Bid Evaluation", the Bidder proposes to engage any Subcontractors or Manufacturers additional to or different from those named in its Technical Bid for major items of plant and services as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and other as necessary of the proposed Subcontractors, including Manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the employer for these items; and</p> <p>(h) Other documentation and information which may be specified in the BDS.</p> |
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E-2. Second Stage Bid Submission and Opening

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| <p>39. Submission, Sealing and Marking of Second Stage Bids</p> | <p>39.1 Bidders must use the bidder Response Format (BRF) provided in Section 4. Bidders may always submit their Modified Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:</p> <p>(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "MODIFIED BID - ORIGINAL", and "MODIFIED BID - COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedures shall be in accordance with ITB 39.2 and ITB 39.3.</p> <p>(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.</p> <p>39.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer in accordance with ITB 40.1;</p> |
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| | <p>(c) bear the specific identification of this bidding process indicated in the BDS 1.1; and</p> <p>(d) bear a warning not to open before the time and date for bid opening.</p> <p>39.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p> |
| 40. Deadline for Submission of Second Stage Bids | <p>40.1 Modified Bids must be received by the Employer at the address and no later than the date and time indicated in the Letter of Invitation to submit Modified Bids.</p> <p>40.2 The Employer may, at its discretion, extend the deadline for the submission of Second Stage Bids by amending the Bidding Document in accordance with ITB11, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall the reafter be subject to the deadline as extended.</p> |
| 41. Late Bids | 41.1 The Employer shall not consider any Second Stage Bids that arrives after the deadline for submission of Second Stage Bids, in accordance with ITB 40. Any bid received by the Employer after the deadline for submission of Second Stage Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| 42. Withdrawal, Substitution, and Modification of Second Stage Bids | <p>42.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be</p> <p>(a) prepared and submitted in accordance with ITB 38 and ITB 39 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFIED BID - WITHDRAWAL," "MODIFIED BID - SUBSTITUTION," "MODIFIED BID - MODIFICATION"; and</p> <p>(b) received by the Employer prior to the deadline prescribed for submission of Second Stage Bids, in accordance with ITB40.</p> <p>42.2 Modified Bids requested to be withdrawn in accordance with ITB42.1 shall be returned unopened to the Bidders.</p> <p>42.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Modified Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Modified Bid Form or any extension thereof;</p> |
| 43. Second Stage Bid Opening | 43.1 In the second-stage, the Employer shall open the Price Bids submitted during the first-stage and the Modified Bids consisting of the Revised Technical Bids with the supplementary schedules, including the Supplementary Price Schedules, in public at the address, on the date, and time specified in the Letter of Invitation to submit Modified Bids in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures |

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| | <p>required if electronic bidding is permitted in accordance with ITB 39.1 shall be as specified in the BDS.</p> <p>43.2 First, envelopes marked "MODIFIED BID - WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFIED BID - SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFIED BID - MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p> <p>43.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts; the presence of a bid security, or a Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid, Letter of Modified Bid, and Price Schedules including Supplementary Price Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 41.1.</p> <p>43.4 The Employer shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.</p> |
| <p>E-3. Second Stage Bid Evaluation and Comparison</p> | |
| <p>44. Clarification of Second Stage Bids</p> | <p>44.1 To assist in the examination, evaluation, and comparison of the Bids in the second stage, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. <u>Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.</u> The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the</p> |

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| | <p>Employer in the evaluation of the Second Stage Bids, in accordance with ITB 48.1.</p> <p>44.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.</p> |
| 45. Deviations, Reservations, and Omissions | <p>45.1 During the evaluation of Bids in the Second Stage, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p> |
| 46. Determination of Responsiveness | <p>46.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself submitted as of the Second Stage, as defined in ITB 38.</p> |
| | <p>46.2 A substantially responsive bid is one that meets the requirements of the Bidding Document and has properly incorporated all modifications listed in the Memorandum entitled "Changes Required Pursuant to the First Stage Evaluation", without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Level crossing Monitoring System specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>46.3 A Second Stage bid containing technical or commercial deviations or alternatives not submitted as part of the First Stage bid will be treated as nonresponsive.</p> <p>46.4 If a bid is not substantially responsive to the requirements of the Bidding Document and the Memorandum entitled "Changes Required Pursuant to the First Stage Evaluation", it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> |
| 47. Nonmaterial Nonconformities | <p>47.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.</p> |
| | <p>47.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> |

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| | <p>47.3 Provided that a bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3(Evaluation and Qualification Criteria).</p> |
| <p>48. Correction of Arithmetical Errors</p> | <p>48.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or subtotal shall be corrected. (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above. <p>48.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive</p> |
| <p>49. Conversion to Single Currency</p> | <p>49.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.</p> |
| <p>50. Margin of Preference</p> | <p>50.1 Unless otherwise specified in the BDS, no margin of preference shall apply.</p> |
| <p>51. Second-Stage Examination of Bids</p> | <p>51.1 The Employer shall examine the first-stage Price Bids and second-stage Modified Bids to confirm that all documents and technical documentation requested in ITB 38.1 have been provided, and to determine the completeness of each document submitted.</p> <p>51.2 The Employer shall confirm, following the opening of the Price Bids and Modified Bids, that the following documents and information have been provided. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> (a) The Letter of Modified Bid; (b) Price Bids and Modified Bids, including: (c) Revised Technical Bid (d) Modified Schedules, including Price Schedules and Supplementary Price Schedules, in accordance with ITB 15 and ITB 21; (e) Written confirmation of authorization to commit the Bidder; and (f) Manufacturer's Authorization, if applicable. |

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| <p>52. Second Stage Evaluation of Bids</p> | <p>52.1 The Employer will carry out a detailed evaluation of the Bids in the second stage to determine whether the technical aspects concerning the modifications to the technically acceptable base or alternative bid detailed in the Memorandum entitled "Changes Required Pursuant to the First Stage Evaluation", pursuant to ITB 36.4, have been properly addressed and are substantially responsive to the requirements set forth in the Bidding Document.</p> <p>52.2 The evaluation will be performed assuming either that:</p> <p>(a) the Contract will be awarded to the lowest evaluated Bidder for the entire Level crossing Monitoring System required by the Employer; or</p> <p>(b) if specified in the Section 3 (Evaluation and Qualification Criteria), Contracts will be awarded to the Bidders for each individual lot, or slice defined in Section 6 (Schedule of Requirements) whose bids result in the lowest combined evaluated price for the entire Level crossing Monitoring System required by the Employer.</p> <p>52.3 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>52.4 The Employer's evaluation of a bid will be made on the basis of prices quoted in accordance with ITB 21.</p> <p>52.5 The Employer's evaluation of responsive bids, if so specified in Section 3 (Evaluation and Qualification Criteria), will take into account technical factors, in addition to price factors. An Evaluated Bid Score (B) will be calculated for each particular responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each particular bid:</p> $B \equiv \frac{P_{low}}{P} X + \frac{T}{T_{high}} (100 - X)$ <p>Where:</p> <p>P low = the lowest of all Evaluated Bid Prices among responsive bids</p> <p>P = Evaluated Bid Price for a particular bid</p> <p>T = the total Technical Score awarded to a particular bid</p> <p>T high = the total Technical Score achieved by the bid that was scored highest among all responsive bids</p> <p>X = points weighting (out of 100) for the Price factor as specified in the BDS</p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was</p> |
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found to be qualified to perform the Contract in accordance with **ITB 54** (Eligibility and Qualification of the Bidder).

Technical Evaluation

52.6 If, in addition to the cost factors, the Employer has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 100 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.

(a) The categories of technical features that could be evaluated are generally defined below and specifically identified in Section 3 (Evaluation and Qualification Criteria):

(i) Performance, capacity, or functionality features such as those that either exceed levels specified as mandatory or desirable in Section 6 (Schedule of Requirements); meet the Employer's business requirements, reduce the Employer's level of risk, or influence the life-cycle cost and effectiveness of the Level crossing Monitoring System.

(ii) Usability features, such as ease of use, ease of administration and implementation, or ease of expansion, compatibility with existing infrastructure, systems and applications, which influence life-cycle cost and effectiveness of the Level crossing Monitoring System.

(iii) The thoroughness, reasonableness, and responsiveness of the Bidder's preliminary plans such as the project plan, implementation plan, and transition plan in assisting the Employer to successfully achieve its requirements.

(iv) The thoroughness, reasonableness, and responsiveness of the proposed arrangements for support such as management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified in the Section 6 (Schedule of Requirements).

(v) Other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).

(b) As specified in Section 3 (Evaluation and Qualification Criteria), appropriate features within these technical categories will be identified and given a weighting as part of the technical evaluation.

(c) During the evaluation process, the evaluation committee will assign to each selected feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 represents predefined values as to the degree to which the Bidder has met the requirements of the selected feature. The scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally

exceeding the requirements; and 4 for significantly exceeding the requirements.

- (d) The Total Technical Score (T) is the combined weighted scores of all the technical features evaluated using the following formulae:

$$T \equiv \frac{Sa}{Sta} WA + \frac{Sb}{Stb} WB + \frac{Sc}{Stc} WC$$

Where, for example, there is an evaluation of three (3) features:

Sa = Score by the particular bid on features A, B, C, etc.

Sta= Highest achievable score on features A, B, C, etc.

WA = Weighted points allocated to features A, B, C, etc.

In the worked example below, assume the points weighting (100-X) for Technical factors is 30 and the three technical features A, B, and C to be evaluated are allocated weightings of 5, 15, and 10 points respectively. On the scoring scale, 4 is the maximum score achievable.

The particular Bidder in question scores 2/4, 3/4, and 4/4 on features A, B, and C respectively.

The Particular Bidder's Total Technical Score (T) is calculated as:

$$T \equiv \frac{2}{4} 5 + \frac{3}{4} 15 + \frac{4}{4} 10$$

$$= 23.75$$

Price Evaluation

- 52.7 The Evaluated Bid Price (P) for each responsive bid will be determined as the sum of the Adjusted Bid Price (AP) plus the Recurrent Costs (R); where the Adjusted Bid Price (AP) is determined as:

- (a) the price of the Level crossing Monitoring System offered from within or from outside the Employer's country, in accordance with ITB 21.5; plus
- (b) the total price for all Services such as software development, transportation, insurance, installation, customization, integration, commissioning, testing, acceptance, training, technical support, repair, and any other Services.
- (c) With adjustments for:
 - (i) Products and/or Services that are left out or are necessary to correct minor deviations of the bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Products and/or Services, or in the absence of such information, the cost will be estimated at prevailing list prices. If the missing

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| | <p>Products and/or Services are scored a technical failure, the relevant score will be set at zero.</p> <p>(ii) Price adjustment due to quantifiable non-material nonconformities in accordance with ITB 47.</p> <p>(iii) Corrections to errors in arithmetic, in accordance with ITB 48.</p> <p>(iv) Converting the amount resulting from applying (i) to (iii) above, if relevant, to a single currency in accordance with ITB 49.</p> <p>(v) The evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).</p> <p>(d) The Recurrent Costs (R) are reduced to net present value and determined using the following formula:</p> $R \equiv \sum_{x=1}^{N+M} \frac{R_x}{(1+I)^x}$ <p>Where</p> <p>N = number of years of the Warranty Period, defined in PC Clause 27.</p> <p>M = number of years of the Post-Warranty Services Period, as defined in PC Clause 27</p> <p>X = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods</p> <p>R_x = total Recurrent Costs per year "x," as recorded in the Recurrent Cost Form</p> <p>I = discount rate to be used for the Net Present Value calculation, as specified in BDS.</p> <p>52.8 If price adjustment is allowed in accordance with ITB 21.8, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>52.9 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>52.10 If the bid, which results in the Lowest Evaluated Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price</p> |
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| | <p>analyses, taking into consideration the terms of payment, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> |
| 53. Comparison of Bids | 53.1 The Employer shall compare all substantially responsive Second Stage Bids in accordance with ITB 52.7 to determine the Lowest Evaluated Bid. |
| 54. Eligibility and Qualification of the Bidder | <p>54.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).</p> <p>54.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.</p> <p>54.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next Lowest Evaluated Bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p> <p>54.4 The capabilities of the manufacturers and Sub-Contractors proposed in its Bid to be used by the Lowest Evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or Sub-Contractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Sub-Contractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or Sub-Contractors for each item concerned.</p> <p>54.5 Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved Manufacturers or Subcontractors for each item concerned.</p> |
| 55. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 55.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| F. Award of Contract | |
| 56. Employer's Right to Vary Quantities at Time of Award | <p>56.1 The Employer reserves the right at the time of Contract award to increase or decrease, by the percentage(s) indicated in the BDS, any of the following:</p> <p>(e) the quantity of Level crossing Monitoring System; or</p> |

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| | <p>(f) the quantity of individual Hardware, Software, related equipment, Materials, products, and other Goods that are components of the Project to which this procurement applies; or</p> <p>(g) the quantity of Installation or other Services to be performed, from that originally specified in Section 6 (Schedule of Requirements) (as amended by any Addenda issued pursuant to ITB 11), without any change in unit prices or other items and conditions.</p> |
| <p>57. Award Criteria</p> | <p>57.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the Lowest Evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.</p> |
| <p>58. Notification of Award</p> | <p>58.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter an in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Level crossing Monitoring System (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>58.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will notify the following information: (i) name of each Bidder who submitted a Bid; (ii) name of the winning Bidder, and the price of the contract awarded. After publication of award, unsuccessful Bidders may request in writing to the Employer for a debriefing, seeking explanations on the grounds on which their Bids were not selected.</p> <p>58.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>58.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance to ITB 58.2, requests in writing the grounds on which its bid was not selected.</p> <p>58.5 <u>Standstill Period</u></p> <p>The contract shall not be awarded earlier than the expiry of the standstill period. The standstill period shall be ten (10) working days, unless extended.</p> <p>The standstill period shall commence on the day following the date on which the purchaser transmits the notification of intention to award the contract to all bidders.</p> <p>When only one (01) bid is submitted or where the procurement is undertaken in response to an emergency situation, the standstill period shall not apply.</p> <p>58.6 The intention to award a contract will be informed by the purchaser to the bidders who participated in the procurement. Any bidder who disagrees with the decision has to submit its appeal within the Standstill Period to the appeal board.</p> |

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| | <p>Within three (03) working days from the date of notification of above, any unsuccessful bidder may request a debriefing from the purchaser.</p> <p>Each appeal shall be made in writing and shall be accompanied by a non-refundable each deposit of Sri Lanka Rupees Ten Thousand (LKR. 10,000.00).</p> |
| 59. Signing of Contract | 59.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement. |
| | 59.2 Within twenty-eight (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return the Contract Agreement to the Employer. |
| 60. Performance Security | 60.1 Within twenty-eight (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 52.10, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. |
| | 60.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid Securing Declaration. In that event the Employer may award the Contract to the next Lowest Evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. |
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Section II. Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

A. Introduction

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| ITB 1.1 | <p>The number of the Invitation for Bids is: SRS/F.8169</p> <p>The Employer is: Sri Lanka Railways</p> <p>The name of the contract is: Procurement of Level crossing Monitoring System for Sri Lanka Railways</p> <p>The identification number of the IFB is: SRS/F.8169</p> <p>The number and identification of lots (contracts) comprising this contract is: None</p> |
| ITB 1.3 | <p>Bidders are required to submit a duly completed and signed Annexure 04 Non-Collusion Declaration.</p> |
| ITB 7.5 | <p>The qualifications of Sub-Contractors can count for the provision of the following key components:</p> <ol style="list-style-type: none"> 1) Network service providers 2) Terminal Devices 3) Server system |

B. Contents of Bidding Document

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| ITB 10.1 | <p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Deputy General Manager (Procurement)</p> <p>Address: Railway Procurement Sub Department, P.O. Box 1347, Olcott Mawatha, Colombo 10.</p> <p>Telephone: 94 (11) 2438078 or 94(11) 4600202</p> <p>Facsimile number: 94(11) 2432044</p> <p>Electronic mail address: tender1.srs@gmail.com</p> |
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| | A prospective bidder requiring any clarification of the bidding documents may notify the Purchaser in writing on or before 27/05/2026 by Fax or e-mail at the Purchaser's address given above. |
| ITB 10.2 | Site visits will be organized by the Employer. If so, it will be at the following date, time and place: Date:03/06/2026 Time: } Will be notified at the Pre - Bid meeting Place: } Bidders may request a site visit under ITB 10.2. |
| ITB 10.4 | A Pre-Bid meeting will take place, date, time and place are as follows: Date:02/06/2026 Time: 10.00.a.m Place: Signal and Telecommunication Sub Department Colombo 09. |
| ITB14.2 | Bidder shall submit the end user certificates of the experience in - accordance with the Section 3 - Evaluation Criteria |

C-1. First Stage Bid Preparation

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| ITB 16.1 | Alternative Bids shall not be permitted |
| ITB 19.7 | The use of specific item brand names and/or standards is not prohibited. |
| ITB21.5 | The Incoterm for quoting Level crossing Monitoring System manufactured within the Employer's country is: The Incoterms edition is (" <i>Incoterms2000-ICC Official Rules for the Interpretation of Trade Terms</i> " published in September 1999 by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France). Note: For the current version of Incoterms consult the ICC website at http://www.iccwbo.org/index_incoterms.asp |
| ITB21.5(a) | Foreign bids are not allowed |
| ITB21.5(c) | Not applicable. |
| ITB21.6 | Not applicable. |
| ITB21.8 | The prices quoted by the Bidder shall be fixed. |
| ITB21.11 | Bids are not being invited for individual lots (contracts) or for any combination of packages. |

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| ITB22.1 | Bid prices shall be quoted in LKR |
| ITB23.1 | The Bid validity period shall be 15/10/2026 .(120 days from the date of Bid Opening). |
| ITB24.1 | Bids shall include a Bid Security issued by bank using the form included in Section4 (Bidding Forms). The amount and currency of the bid security shall be LKR 1,000,000.00. The Bid Security validity period shall be 12/11/2026 (148 days from the date of Bid Opeinig). |
| ITB25.1 | In addition to the original copy of the bid, the number of copies is two hard copies. |
| ITB25.2 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 18.1.</p> |

C-2. First Stage Bid Submission and Opening

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| ITB26.1 | Electronic Bid is not permitted. |
| ITB27.1 | <p>For <u>bid submission purposes</u> only, the Employer's address is</p> <p>Department Procurement Committee (Major), Railway Procurement Sub Department, Sri Lanka Railways, No. 1347, Olcott Mawatha, Colombo 10.</p> <p>The deadline for bid submission is</p> <p>Date: 16/06/2026 Time:14.00hrs</p> |
| ITB30.1 | The bid opening shall take place atAddress: Room No.1, Railway Procurement Sub Department, Sri Lanka Railways, |

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| | No. 1347, Olcott Mawatha, Colombo 10. Date: 16/06/2026 Time: 14.00hrs |
| ITB30.5 | The letter of Technical bid shall be initialed by all representatives of the Employer attending the Bid opening. |

E-1. Second Stage Bid Preparation

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| ITB38.1(h) | Not applicable |
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E-2. Second Stage Bid Submission and Opening

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| ITB39.1 | Bidders will not have the option of submitting their bids electronically. |
| ITB39.1(b) | Not Applicable |
| ITB43.1 | Electronic bid is not permitted. |
| ITB43.3 | The letter of Price Bid, Letter of Modified Bid, and Price Schedules including Supplementary Price Schedules shall be initialed by all representatives of the Employer attending the Bid opening. |

E-3. Second Stage Bid Evaluation and Comparison

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| ITB 49.1 | Not Applicable |
| ITB 50.1 | A margin of preference shall not apply. |
| ITB 52.5 | The Price factor is: 20% |
| ITB 52.7 | The NPV discount rate is: 12 month Sri Lanka Interbank Offer Rate (SLIBOR) declared by the Central Bank of Sri Lanka at the bid opening date per annum |
| ITB 56 | The Employer reserves the right to vary the quantities in Section 6 (Schedule of Requirements) by plus or minus 15%. |

Section 3 - Evaluation and Qualification Criteria

This Section covers the Evaluation Criteria and Qualification Criteria that the Employer shall use to qualify Bidders and evaluate bids. In accordance with ITB 27, 29, 51 and 53 no other factors, methods or criteria shall be used.

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B. 1. First-Stage Evaluation
1.1 Responsive Bids

The Employer will review all bids submitted to determine whether the bidder is eligible and qualified (as per the criteria in Part 2 of this Section 3) and whether each bid is responsive using the following criteria pursuant to ITB Clause 33.

- (a) The Bidder meets the Qualification Requirements outlined in the Bidder Response Format
- (b) The Bid is substantially complete in that it provides the information outlined in the Bidder Response Format. (Employer assessment)

Only bids that are responsive pursuant to ITB Clauses 32, 33 and 35 will be further considered...

C. 1.2 Technical Evaluation [80%]

The Employer will conduct the Technical Evaluation pursuant to ITB Clause 52 using the following criteria:

- (a) Degree to which the bid meets the mandatory and desirable business requirements in the SOR [5%]
- (b) Degree to which the bid meets the desirable mandatory technical/functional requirements including More Functional Implementing and Operational Requirements in the SOR [25%]
- (c) Quality and appropriateness of the Bidder's Preliminary Project Plan including the Implementation Schedule in the SOR [5%]
- (d) Quality and appropriateness of training provided in the SOR [5%]
- (e) Quality of support services (SLA proposal) in the SOR [15%]
- (f) Experience (Track Record) of the Bidder's organization and specific personnel to be assigned to the project [10%] (in the Bidder's response to the SOR or Forms 2.4.1, 2.4.2, 2.4.3, 2.5.1 and 2.5.2)
- (g) Experience of LTE Release 13 and Release 14, Availability of Existing LTE (Core + Radio Access Network) and the Present Coverage of Sri Lanka Rail network successful installation of similar systems [15%] (In the Bidder's response to the SOR or Forms 3.2.2(a), 3.3.3(b) and 3.2.2(c))

Bids that do not achieve a minimum score of [50%] will not be further considered for evaluation.

2. QUALIFICATION OF THE BIDDER

Bidders shall demonstrate they are qualified to bid as part of the bidding process and complete the forms set out Parts 1 and 2 in Table 1 under Bid Submission Form and Qualification of the Bidder. The detailed forms are found in Section 4 Bidding Forms.

2.1 Eligibility

| Criteria | | Compliance Requirements | | | Documents |
|---|-----------------------|---|-----------------------|----------------------------------|---|
| Requirement | Single Entity | Joint Venture | | Named Sub-Contractor/Manufacture | Submission Requirements |
| | | All partners combined | Each partner | | |
| 2.1.1 Nationality | | | | | |
| Nationality in accordance with ITB 4.2. This clause is not applicable | must meet requirement | existing or intended JVCA must meet requirement | must meet requirement | must meet requirement | Form 1.1 or 1.2, with attachments if required |
| 2.1.2 Conflict of Interest | | | | | |
| No- conflicts of interest as described in ITB 4.3. | must meet requirement | existing or intended JVCA must meet requirement | must meet requirement | must meet requirement | Form 1.1 or 1.2, with attachments if required |
| 2.1.3 SLR Eligibility | | | | | |
| Not having been declared ineligible by the BankSLR as described in ITB 4.4. | must meet requirement | existing or intended JVCA must meet requirement | must meet requirement | must meet requirement | Form 1.1 or 1.2, with attachments if required |
| 2.1.4 Government-owned Entity | | | | | |
| Compliance with conditions of ITB 4.5 | must meet requirement | must meet requirement | must meet requirement | must meet requirement | Form 1.1 or 1.2, with attachments if required |

A. 2.2 Historical Contract Non-Performance

| Criteria | | Compliance Requirements | | Documents | |
|-------------|---------------|-------------------------|--------------|-----------------------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | Named Sub-Contractor/ Manufacture | Submission Requirements |
| | | All partners combined | Each partner | | |

1. 2.2.1 History of non-performing contracts

| | | | | | |
|---|--|-------|--|--|----------|
| Non-performance of a contract did not occur within the last 3years prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted. | Must meet requirement by itself or as partner to past or existing JVCA | N / A | Must meet requirement by itself or as partner to past or existing JVCA | Must meet requirement by itself or as partner to past or existing JVCA | Form 2.2 |
|---|--|-------|--|--|----------|

2. 2.2.2 Pending Litigation

| | | | | | |
|--|--|-------|--|--|-----------|
| All pending litigation shall in total not represent more than 50percent of the Bidder's net worth and shall be treated as resolved against the Bidder. | Must meet requirement by itself or as partner to past or existing JVCA | N / A | Must meet requirement by itself or as partner to past or existing JVCA | Must meet requirement by itself or as partner to past or existing JVCA | Form 2. 7 |
|--|--|-------|--|--|-----------|

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2.3 Financial Situation

| Criteria | | Compliance Requirements | | | Documents |
|-------------|---------------|-------------------------|--------------|--------------------------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | Named Sub-Contractor/ Manufacture | Submission Requirements |
| | | All partners combined | Each partner | | |

2.3.1 Financial Capability

| | | | | | |
|---|-----------------------|-------|-----------------------|-----------------------|-----------------------------|
| Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive. | Must meet requirement | N / A | Must meet requirement | Must meet requirement | Form 2.3.1 with attachments |
|---|-----------------------|-------|-----------------------|-----------------------|-----------------------------|

2.3.2 Average Annual Turnover

| | | | | | |
|----------------|--|--|--|--|--|
| Not applicable | | | | | |
|----------------|--|--|--|--|--|

2.3.3 Financial Resources

| | | | | | |
|----------------|--|--|--|--|--|
| Not applicable | | | | | |
|----------------|--|--|--|--|--|

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2.4 Experience

| Criteria | | Compliance Requirements | | | Documents |
|-------------|---------------|-------------------------|--------------|-----------------------------------|-------------------------|
| Requirement | Single Entity | Joint Venture | | Named Sub-Contractor/ Manufacture | Submission Requirements |
| | | All partners combined | Each partner | | |

2.4.1 General Experience

| | | | | | |
|--|-----------------------|-------|-----------------------|-------|------------|
| Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the bid submission deadline. | Must meet requirement | N / A | Must meet requirement | N / A | Form 2.4.1 |
|--|-----------------------|-------|-----------------------|-------|------------|

2.4.2 Specific Experience

| | | | | | |
|--|------------------------|--|-------|--|------------|
| (a) Participation as contractor, management contractor, or subcontractor, in at least 2 similar contracts within the last 5 years each with a value of at least 100 Million LKR that have been successfully and substantially completed. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Schedule of Requirements. | Must meet requirement | Must meet requirements for all characteristics | N / A | Must meet requirement for one characteristic | Form 2.4.2 |
| (b) For the above or other contracts executed during the period stipulated in 2.4 b1)).2 (a) above, a minimum experience in the following key activities in Radio Telecom Networkssimilar systems: <ul style="list-style-type: none"> • Planning and Design • Installation& Commissioning • Maintenance Support Services | Must meet requirements | Must meet requirements | N / A | Must meet requirement for one characteristic | Form 2.4.3 |

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2.5 Key Personnel and Details

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

| No. | Position | Total Work Experience [years] | Experience In Similar Work [years] |
|-----|--|-------------------------------|------------------------------------|
| 1 | <i>Project Manager</i> | 10 | 3 |
| 2 | <i>Maintenance Manager</i> | 5 | 3 |
| 3 | <i>System Installation and Maintenance Engineers</i> | 5 | 2 |

This information is to be entered on Forms 2.5.1 and 2.5.2 found in Section IV Bidding Forms

2.6 Subcontractors/ Manufacture

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

2.67 Other Qualification Requirements

Not Applicable

III. 3. SECOND-STAGE EVALUATION

3.1 Responsive Bids

The Employer will review all bids submitted to determine whether the bidder remains eligible (as per the criteria in Part 2 of this Section 3) and whether each bid continues to be responsive using the following criteria pursuant to ITB Clause 33 and 46.

- (a) The Bidder meets the Qualification Requirements outlined in the Bidder Response Format
- (b) The Bid is substantially complete in that it provides the information outlined in the Bidder Response Format.(Employer assessment)

Only bids that remain responsive will be further considered.

3.2 Technical Evaluation [80%]

The Technical Evaluation of First Stage Bids will be amended in accordance with the revised technical aspects of Second Stage Bids.

3.3 Price Evaluation [20%]

The Lowest Evaluated Bid Price (Adjusted Bid Price plus the Recurrent Costs) will be identified by the Employer pursuant to ITB Clause 52 based on the following criteria:

The Adjusted Bid Price will be calculated as follows;

- (a) Price of Level crossing Monitoring System Provided and Installed
- (b) Price of Level crossing Monitoring System Support Services
- (c) Adjustments made for:
 - (i) Products/Services omitted
 - (ii) Non conformities
 - (iii) Arithmetic corrections
 - (iv) Conversions to a single currency
 - (v) Net Present Value of Recurrent Costs

The Price Schedules in which the above information must be presented are shown in Part 6 of the Bidder Response Format and the details of individual Forms are found in Section IV Bidding Forms.

3.3.1 Quantifiable Deviations and Omissions

Quantifiable Deviations and Omissions from the contractual obligations: the evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all contractual obligations under this bidding document. The Employer will assess the cost of such a deviation for the purpose of ensuring fair comparison of bids.

3.3.2 Time Schedule

Time to deliver the Level crossing Monitoring System from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: [... insert number of days ...].1204 months. No credit will be given for earlier completion.

3.4 ~~Post Qualification (Due Diligence)~~

~~Pursuant to ITB Clause 54, the Employer may at its own expense, require the Bidder with the Lowest Evaluated Bid to provide the further information on request to substantiate claims and information included in its bid. This information may be subject to audit and review by the Employer and may involve site visits.~~

SECTION IV: BIDDING FORMS

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Bidder's Response Format (BRF)

Bidders must use the BRF structure outlined in Table 1 (First Stage Bids) and Table 2 (Second Stage Bids) in their bids. Bidders should expand and (if appropriate) modify and complete the following table. The purpose of the table is to provide the Bidder with a summary checklist of items that must be included in the bid as described in ITB Clauses 26.1 and 39.1, in order for the bid to be considered for Contract award. The table also provides a summary page reference scheme to ease and speed the Employer's bid evaluation process.

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1. BID SUBMISSION FORMS - FIRST STAGE BID

Table 1: Bidder Response Format – First Stage Bid

| Order in Bid | Document Number and Information Required | Check Y/N | Page No. |
|--------------|---|-----------|----------|
| 1. | Bidder's Front Page (Bidder's name. Bid details) | | |
| 2. | Bidder's Response Format (as a table of contents/checklist) | | |
| | 1. Bid Submission Form | | |
| 3. | 1.1 Letter of Technical Bid – Two Stage Two Envelope Bidding, First Stage Bid | | |
| 4. | 1.2 Letter of Price Bid – Two Stage Two Envelope Bidding, First Stage Bid | | |
| 5. | 1.3 Bid Security (Bank Guarantee) | | |
| 6. | 1.4 Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 25.2) | | |
| 7. | 1.5 Manufacturer's Authorization | | |
| 8. | 1.6 Bidder's Price Schedules | | |
| 9. | 1.6.1 Similar systems Provided and Installed Table | | |
| 10. | 1.6.2 System Support Services Table | | |
| 11. | 1.6.3 Recurrent Costs Table | | |
| 12. | 1.6.4 Grand Summary Costs Table | | |
| | 2. Qualification of the Bidder | | |
| 13. | 2.1 Bidder Information Sheet | | |
| 14. | 2.2 Historical Contract Non Performance | | |
| 15. | 2.3.1 Financial Capability | | |
| 16. | 2.3.2 Average Annual Turnover | | |
| 17. | 2.4.1 General Experience in similar systems | | |
| 18. | 2.4.2 Specific Experience in Contracts of a Similar Nature | | |
| 19. | 2.4.3 Specific Experience in Key Nominated Activities | | |
| 20. | 2.5.1 Key Personnel | | |
| 21. | 2.5.2 Key Personnel Details | | |
| 22. | 2.6 Current Contract Commitments/Work in Progress | | |
| 23. | 2.7 Litigation History | | |
| | 3. Bidder's Response to the Schedule of Requirements | | |
| 24. | 3.1 Bidder's Response to the Schedule of Requirements | | |
| 25. | 3.2 Technical Capabilities | | |

| Order in Bid | Document Number and Information Required | Check Y/N | Page No. |
|--------------|--|--------------|----------|
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| 27. | 4.2 Confirmation of Full Responsibility | | |
| 28. | 4.3 Other Required Information | | |

[Employer to prepare list of appropriate forms and modify format for Table 1 to cover the Qualification and Evaluation intended.]

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1.1 LETTER OF TECHNICAL BID – TWO STAGE TWO ENVELOPE BIDDING, FIRST STAGE BID

Date: [Bidder: **date of bid**]
IFB: [Employer: **IFB title and number**]
Contract: [Employer: **name of Contract**]

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to *Level crossing Monitoring System* in conformity with the Bidding Document.
- (c) Our bid shall be valid for a period of [X] days from the date fixed for the submission deadline for the Second Stage bids as stipulated in the Letter of Invitation to submit a Second Stage Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (e) We undertake, if our bid is accepted, to commence work on the Level crossing Monitoring System and to achieve Installation and Operational Acceptance within the respective times stated in the Bidding Documents.

[Bidder, as appropriate, include or delete the following paragraph and then subsequently include or delete paragraph below it as appropriate]
- (f) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3.
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB-4.3, other than alternative bids submitted in accordance with ITB-16.
- (h) We accept that the award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) received.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

1.2 LETTER OF PRICE BID – TWO STAGE TWO ENVELOPE BIDDING, FIRST STAGE BID

-- Note --

The bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the bidder's complete name and address.

Date:

ICB Contract No.:

Invitation for Bid No.:

To:[... insert complete name of the employer ...]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 11.
- (b) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the Level crossing Monitoring System The total price of our Bid, excluding any discounts offered in item (d) below is the sum of

[amount of LKR in words], [amount in figures]

The total bid price from the Grand Summary (Schedule No. 5) should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (c) The discounts offered and the methodology for their application are as follows:[... insert discounts and methodology for their application if any ...]

- (d) We offer our bid to be valid for a period of [... insert bid validity period as specified in ITB 23.1 of the BDS ...]days from the date fixed for the submission deadline for the Second-Stage bids as stipulated in the Letter if Invitation to submit a Second-Stage Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

.....

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Guarantees and Declarations

1.3 BID SECURITY (BANK GUARANTEE)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Employer]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* ("the IFB").

[name of contract] under Invitation for Bids No. _____

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]*

[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Employer* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signatures]

Note: *All italicized text is for use in preparing this form and shall be deleted from the final product.*

1.4 WRITTEN CONFIRMATION AUTHORIZING THE SIGNATORY

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1.5 MANUFACTURER’S AUTHORIZATION

Invitation for Bids Title and No.:

[If applicable:] Lot, Slice, Product and/or Service No(s).:

To: _____ WHEREAS _____ who are official producers of _____
and having production facilities at do hereby authorize _____

located at _____
(hereinafter, the “Bidder”) to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products and/or Services produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty/license.

Name _____ In the capacity of _____

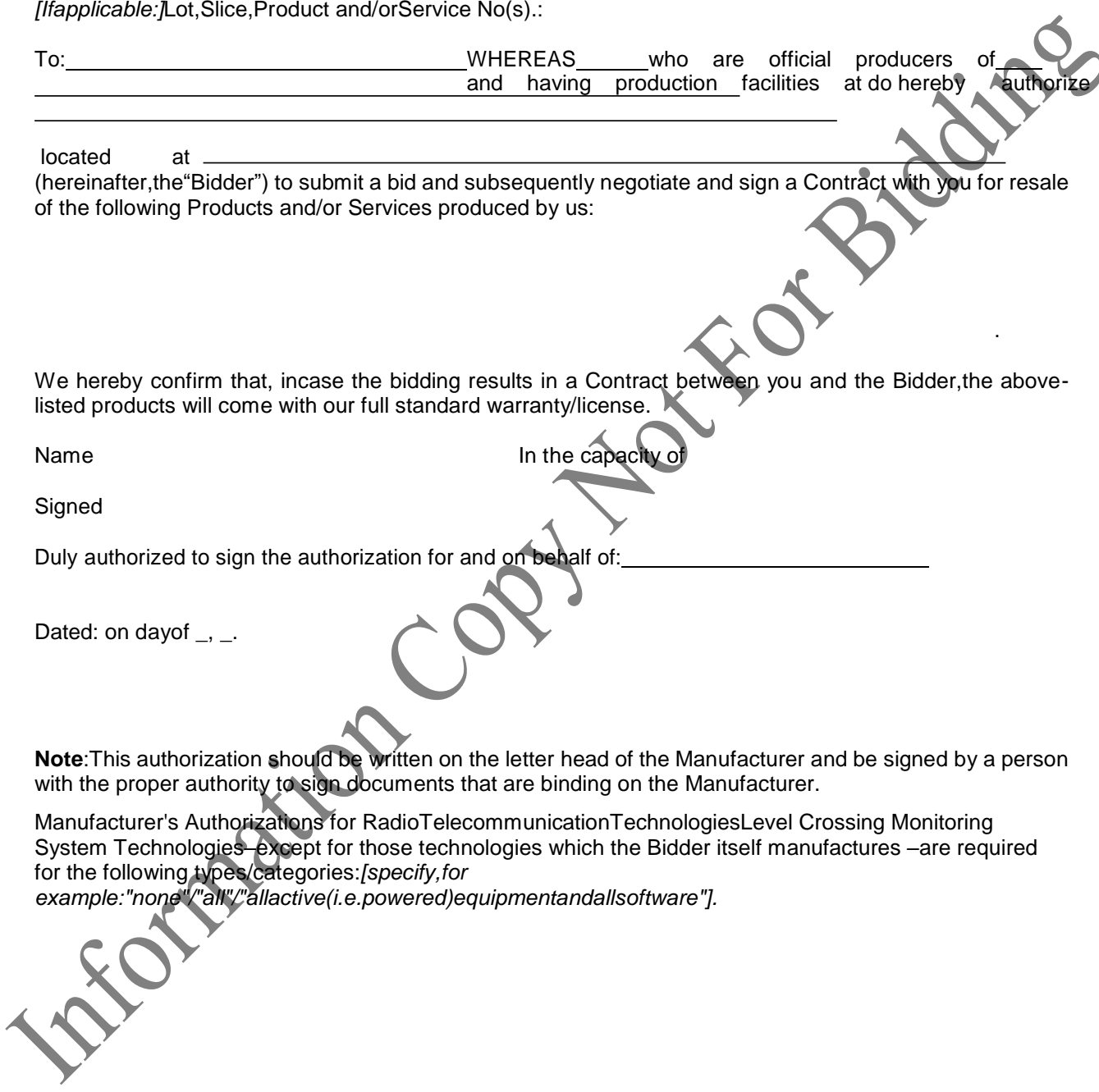
Signed _____

Duly authorized to sign the authorization for and on behalf of: _____

Dated: on day of __, __.

Note: This authorization should be written on the letter head of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Manufacturer's Authorizations for Radio Telecommunication Technologies Level Crossing Monitoring System Technologies—except for those technologies which the Bidder itself manufactures—are required for the following types/categories: *[specify, for example: "none"/"all"/"all active (i.e. powered) equipment and all software"]*.



1.6 BIDDERS PRICE SCHEDULES

1.6.1 Level Crossing Monitoring System Provided and Installed

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20. Bidders shall enter a code representing the country of origin of all imported plant and equipment.

| Item | Product and /or Service Item Description | Qty. | Unit Prices / Rates | | | | | Total Price (with Tax) |
|------|---|------|---------------------|---------------------------|-----|------|-----|------------------------|
| | | | Unit Prices / Rates | Total Price (without Tax) | VAT | SSCL | NBT | |
| 1 | Application Server with software (Central Controller) | 01 | | | | | | |
| 2 | Industrial Routers | 201 | | | | | | |
| 3 | Controller at Level crossing with software | 200 | | | | | | |
| 4 | NVR and other accesories | 200 | | | | | | |
| 5 | CCTV with base and accesories | 200 | | | | | | |
| 6 | Monitoring clients with software | 02 | | | | | | |
| 7 | Monitoring displays (≥ 55" LED) | 04 | | | | | | |
| 8 | UPS | 201 | | | | | | |
| 98 | Connectivity fee | 201 | | | | | | |
| 10 | Installation & commissioning | Sum | | | | | | |
| 11 | Training | Sum | | | | | | |
| 12 | Other | Sum | | | | | | |
| | Total | | | | | | | |

| | |
|--|--|
| Name of Bidder | Authorized Signature of Bidder: |
| Authorized Signature of Bidder: | |
| NBT registration Number | |
| VAT Registration Number | |
| SSCL registration Number | |
| | : |

1.6.2 ITSystem Support Services Table

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20

| Item | ITSystem Support Service Item/Sub-item Description | Qty. | Unit All Prices / Rates (LKR) | | | | | Total Price (with Tax) |
|--|--|-------------|-------------------------------|---------------------------|-----|------|-----|------------------------|
| | | | Total Price | | | | | |
| | | | Unit Prices / Rates | Total Price (without Tax) | VAT | SSCL | NBT | |
| 01 | Version upgrades within the warrenty period | 01 lot/year | | | | | | |
| 02 | Software modifications and improvements during warrenty period | 01 lot/year | | | | | | |
| Total Prices: ITSystem Support Services (for entry in Grand Summary Cost Table) | | | | | | | | |

| | |
|-----------------------|--|
| Name of Bidder | Authorized Signature of Bidder: |
| | : |

1.6.3 Recurrent Costs Table

Lot number: *[if a multi-lot procurement]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

| Item | Recurrent Item | Maximum all-inclusive Costs | | | | | | | |
|---|--|-----------------------------|----|----|------------------------------|-----|-----|----------------|------------------|
| | | Warranty Period | | | Post-Warranty Service Period | | | Prices | |
| | | Y1 | Y2 | Y3 | Y4 | ... | Y8n | Local Currency | Foreign Currency |
| 1 | Maintenance and Performance Management | | | | | | | | |
| | Annual Subtotals: | | | | | | | | |
| Total Prices: Cumulative Recurrent (for entry in Grand Summary Cost Table) | | | | | | | | | |

| | |
|-----------------------|--|
| Name of Bidder | Authorized Signature of Bidder: |
| | |

1.6.4 Grand Summary Costs Table

| Table | Price Component | Total ¹ | |
|--|--|------------------------|--------------------------|
| | | [Local Currency] Price | [Foreign Currency] Price |
| 6.1 | Products and/or Services Provided and Included | | |
| 6.2 | System Support Services | | |
| 6.3 | Recurrent | | |
| | Other | | |
| GRAND TOTALS to be carried forward to Letter of Bid – Two Stage Bidding, Second Stage Bid | | | |

Name of Bidder _____

Signature of Bidder _____

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¹Specify currency in accordance with Bid Data Sheet 19.1. Create and use as many columns for Foreign Currency requirement as there are foreign currencies

1.6.5 Country of Origin Code Table

| Country of Origin | Country Code | | Country of Origin | Country Code | | Country of Origin | Country Code |
|-------------------|--------------|--|-------------------|--------------|--|-------------------|--------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | Not Applicable | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| | |
|-----------------------|--|
| Name of Bidder | Authorized Signature of Bidder: |
| : | |

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2. QUALIFICATION OF THE BIDDER

2.1 BIDDER INFORMATION SHEET

All Bidders whether they be individual firms, each partner of a Joint Venture, and a named, Sub-contractor(s) for highly specialized components of the Products and/or Services, which are bidding, must complete the information in this form. All Bidders that complete this sheet should also complete the further Qualification Forms provided in this section.

Date: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

Please note that a written authorization needs to be attached to this sheet as required by ITB 25.2.

| <input type="checkbox"/> Bidder's Information | |
|---|--|
| Bidder's legal name | |
| In case of JV, legal name of each partner | |
| Bidder's actual or intended country of registration | |
| Bidder's year of registration | |
| Bidder's legal address in country of registration | |
| Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |
| <p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 2. Authorization to represent the firm or JV named in above, in accordance with ITB 25.2. 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5. | |

2.2 HISTORICAL CONTRACT NON PERFORMANCE

Bidder's Legal Name: _____

Date: _____

JVCA Partner Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

| Non-Performing Contracts in accordance with Section III, Evaluation & Qualification Criteria | | | |
|--|---|---|--|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation & Qualification Criteria | | | |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Contract non-performance did occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III, Evaluation & Qualification Criteria, as indicated below: | | | |
| Year | Outcome as Percent of Total Assets | Contract Identification | Total Contract Amount (current value, LKR equivalent) |
| | | Contract Identification: Name of Employer : Address of Employer : Matter in dispute: | |
| | | Contract Identification: Name of Employer : Address of Employer : Matter in dispute: | |
| | | Contract Identification: Name of Employer : Address of Employer : Matter in dispute: | |

Information Copy Not For Bidding

2.3.1 FINANCIAL CAPABILITY

2.3.1 Financial Capability

To be completed by the Bidder and, if JVCA, by each partner or Named Subcontractor as appropriate to demonstrate that they meet the requirements stated in the BDS.

Bidder's Legal Name: _____
 JVCA Partner Legal Name: _____
 Named Sub-contractor Legal Name _____

Date: _____
 ICB No.: _____
 Page _____ of _____ pages

| Financial Data for Previous 3 Years [US\$ EquivalentLKR] | | |
|--|---------|---------|
| Year 1: | Year 2: | Year 3: |
| | | |

Information from Balance Sheet

| | | | |
|----------------------------|--|--|--|
| Total Assets | | | |
| Total Liabilities | | | |
| NetWorth | | | |
| Current Assets | | | |
| Current Liabilities | | | |

Information from Income Statement

| | | | |
|-----------------------------|--|--|--|
| Total Revenues | | | |
| Profits Before Taxes | | | |
| Profits After Taxes | | | |

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

| | |
|--------------------------|-------------------------------|
| Name of banker | |
| Address of banker | |
| | |
| Tel: | Contact name and title |
| Fax: | Email: |

2.3.2 Average Annual Turnover

Bidder's Legal Name: _____
 JVCA Partner Legal Name: _____
 Named Sub-contractor Legal Name: _____

Date: _____
 ICB No.: _____
 Page _____ of _____ pages

| Annual Turnover Data (ITRadio Telecommunication Products and Services only) | | | |
|---|--------------------|------------------|--------------------|
| Year | Amount Currency | Exchange Rate | US\$ Equivalent |
| | | | |
| | Not Applicable | | |
| | | | |
| Average Annual Turnover: | | | |

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation & Qualification Criteria, Sub-Factor 2.3.2.

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2.3.3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

| Financial Resources | | |
|---------------------|---------------------|--------------------------|
| No. | Source of financing | Amount (US\$ equivalent) |
| 1 | | |
| 2 | Not Applicable | |
| 3 | | |
| | | |

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2.4 BIDDERS EXPERIENCE

2.4.1 General Experience in Similar Products and/or Services

All individual firms and all partners of a Joint Venture and Named Subcontractors must complete the information in this form with regard to the management of InformationRadio Telecommunications similar Products and/or Services contracts generally.

| General Experience | | | |
|--------------------------------|-------|---|----------------|
| Starting and Ending Month/Year | Years | Contract Identification | Role of Bidder |
| | | Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of <i>Employer</i> : Address: Email: Telephone: | |
| | | Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of <i>Employer</i> : Address: Email: Telephone: | |
| | | Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of <i>Employer</i> : Address: Email: Telephone: | |
| | | Contract name: Brief Description of the Products/Services supplied by the Bidder: Name of <i>Employer</i> : Address: Email: Telephone: | |

2.4.2 Specific Experience in Contracts of a Similar Nature

Use a separate sheet for each contract.

| Contract of Similar Size and Nature | | | |
|--|--|--|--|
| Contract Noof. | Contract Identification | | |
| Award Date | Completion Date | | |
| Role in Contract | <input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Joint Venture Partner <input checked="" type="checkbox"/> Subcontractor | | |
| Total Contract Amount | US\$/LKR | | |
| If partner in a JV or subcontractor, specify participation of total contract amount | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Percent of Total</td> <td style="width: 50%;">Amount</td> </tr> </table> | Percent of Total | Amount |
| Percent of Total | Amount | | |
| Performance | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Contract was completed ___ months ahead/behind original schedule (if behind, provide explanation).</td> <td style="width: 50%;">Contract was completed US\$/LKR ___ equivalent under/over original contract amount (if over, provide explanation).</td> </tr> </table> | Contract was completed ___ months ahead/behind original schedule (if behind, provide explanation). | Contract was completed US\$/LKR ___ equivalent under/over original contract amount (if over, provide explanation). |
| Contract was completed ___ months ahead/behind original schedule (if behind, provide explanation). | Contract was completed US\$/LKR ___ equivalent under/over original contract amount (if over, provide explanation). | | |
| Subcontracting | <p>Approximate percent of total contract value undertaken by subcontract: ___ %</p> <p>Nature of the subcontracted Information Radio Telecommunication Products and/or Services:</p> | | |
| Employer's Name Address Telephone/Fax Number E-mail | | | |
| Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3 | | | |
| Nature of Information Radio Telecommunication Products and/or Services involved and special features relevant to the contract for which these Bidding Documents are issued | Special contractual/technical expertise provided. | | |

2.4.3 Specific Experience in Key Nominated Activities

| Contract of Similar Size and Nature | | |
|--|---|--------|
| Contract No. of | Contract Identification | |
| Award Date | Completion Date | |
| Role in Contract | <input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor | |
| Total Contract Amount | US\$ | |
| If partner in a JV or subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| | Employer's Name Address Telephone/Fax Number E-mail | |
| Description of the similarity in accordance with Criteria 2.4.2(a) of Section 3 | | |
| <i>Description of the key activities in accordance with those nominated by the Employer in 2.4(b) 2) of Section III:</i> | <i>Description of the specific experience:</i> | |

2.5.1 KEY PERSONNEL

2.5.1 Key Personnel

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one form for each candidate.

Bidders may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

| | |
|-----------|------------------------------------|
| 1. | Title of position* |
| | Name of prime candidate |
| | Name of alternate candidate |
| 2. | Title of position* |
| | Name of prime candidate |
| | Name of alternate candidate |
| 3. | Title of position* |
| | Name of prime candidate |
| | Name of alternate candidate |
| 4. | Title of position* |
| | Name of prime candidate |
| | Name of alternate candidate |

2.5.2 Key Personnel Details

| | | |
|------------------------------|------------------------------------|---|
| Position | | Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate |
| Personnel information | Name | Date of birth |
| | Professional qualifications | |
| Present employment | Name of employer | |
| | Address of employer | |
| | Telephone | Contact (manager / personnel officer) |
| | Fax | E-mail |
| | Job title of candidate | Years with present employer |

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company / Project / Position / Relevant technical and management experience |
|------|----|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Information Copy Not For Bidding

2.6 CURRENT CONTRACT COMMITMENTS/WORK IN PROGRESS

Bidders and each partner to a Joint Venture bid and Named Subcontractor(s) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments

| No. | Name of Contract | Employer, Contact Address, Tel, Fax | Value of Outstanding Information Radio Telecommunication Products and/or Services [Current USD Equivalent] the contract | Estimated Completion Date |
|-----|------------------|-------------------------------------|---|---------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| | | | | |

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2.7 LITIGATION HISTORY

Bidders, including each of the partners of a Joint Venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a Joint Venture.

| Pending Litigation | | | |
|--|-----------------------------|--|--|
| <input type="checkbox"/> <input type="checkbox"/> No previous or pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria) | | | |
| <input type="checkbox"/> Previous or pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria) | | | |
| Year | Award FOR or AGAINST Bidder | Name of client, cause of litigation, and matter in dispute | Disputed amount (current value, US\$ equivalent) |
| | | | |
| | | | |
| | | | |

Information Copy Not For Bidding

3. BIDDER'S RESPONSE TO THE SCHEDULE OF REQUIREMENTS

3.1 BIDDER'S RESPONSE TO THE SCHEDULE OF REQUIREMENTS

Information Copy Not For Bidding

| No. | Specific Requirement No. | Description | Compliance (Yes/No) | Remarks/Specify |
|---|--------------------------|---|---------------------|-----------------|
| 4.1 Business requirements | | | | |
| | (a) | Business Function | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.2 Functional and Technical Requirements | | | | |
| 4.2.1 | (a) | Central Management System | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | Remote sub systems | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| | (i) | | | |
| | (j) | | | |
| | (k) | | | |
| | (l) | | | |
| | (m) | | | |
| 4.2.2 | (a) 2 | Voi Communication Architecture Industrial Router | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| | (i) | | | |
| 4.2.3 | (a) | Central Management system | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | Monitoring and graphical interface | | |
| | (e) | | | |
| | I. | | | |
| | II. | | | |
| III. | | | | |
| (f) | | | | |
| (g) | Monitoring clients | | | |
| (h) | | | | |
| (i) | | | | |
| 4.2.4 | (a) | Distributed Controller | | |
| | (b) | | | |
| | (c) | | | |

| | | | | |
|--------------------|-------------------|------------------------------------|--|--|
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| 4.2.5 | (a) | Camera requirements | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| | (i) | Video Recording and retrieval | | |
| | (j) | | | |
| | (k) | | | |
| | I. | | | |
| | II. | | | |
| | (l) | | | |
| 4.3 Devices | | | | |
| 4.3.1 | Industrial Router | | | |
| 4.3.1.1 | (a) | General | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| 4.3.1.2 | (a) | Cellular / WAN performance | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| 4.3.1.3 | (a) | Ethernet and LAN interface | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.1.4 | (a) | Wireless (Wi-fi) | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.1.5 | (a) | Security | | |
| | (b) | | | |
| 4.3.1.6 | (a) | VPN | | |
| | (b) | | | |
| 4.3.1.7 | (a) | Protocols & Industrial Integration | | |
| | (b) | | | |
| | (c) | | | |

| | | | | |
|-----------------------------------|-----|---------------------------------------|----------------------------------|--|
| | (d) | | | |
| | (e) | | | |
| 4.3.1.8 | (a) | Data Sovereignty & Cloud Independence | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.1.9 | (a) | Certifications & Compliance | | |
| | (b) | | | |
| 4.3.1.10 | (a) | Firmware & Backdoor Prevention | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.1.11 | (a) | Documentation & Support | | |
| | (b) | | | |
| 4.3.2 Remote IO Controller | | | | |
| 4.3.2.1 | (a) | General | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| | (i) | | | |
| | (j) | | | |
| 4.3.2.2 | (a) | | Processing, Memory & Reliability | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| 4.3.2.3 | (a) | Input / Output Capacity | | |
| | (b) | | | |
| 4.3.2.4 | (a) | Communication Interfaces | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.2.5 | (a) | Programming & Logic | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| 4.3.3 Central Controller | | | | |
| 4.3.3.1 | (a) | General | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |

| | | | | |
|------------|-----|--------------------------------|--|--|
| | (g) | | | |
| | (h) | | | |
| 4.3.3.2 | (a) | Processing & Memory | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.3.3 | (a) | Network Interfaces | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.3.4 | (a) | Reliability | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.3.5 | (a) | Firmware & Backdoor Prevention | | |
| | (b) | | | |
| 4.3.4 CCTV | | | | |
| 4.3.4.1 | (a) | General | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| 4.3.4.2 | (a) | Lens | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.4.3 | (a) | Illuminator | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.4.4 | (a) | Video | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| | (h) | | | |
| | (i) | | | |
| 4.3.4.5 | (a) | Interface | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| 4.3.4.6 | (a) | Event | | |
| | (b) | | | |
| 4.3.5 NVR | | | | |
| 4.3.5.1 | (a) | General | | |

| | | | | |
|--|------|--------------------|--|--|
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| 4.3.5.2 | (a) | Video and Audio | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.5.3 | (a) | Decoding | | |
| | (b) | | | |
| 4.3.5.4 | (a) | Network | | |
| 4.3.5.5 | (a) | Wireless parameter | | |
| | (b) | | | |
| | (c) | | | |
| 4.3.5.6 | (a) | Recording | | |
| 4.3.5.7 | (a) | Documentation | | |
| | (b) | | | |
| 4.4 Operational Requirements | | | | |
| 4.4.1 | (a) | Inputs and outputs | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | Transmission Rules | | |
| 4.4.2 | (a) | Fault Logic | | |
| | (b) | | | |
| | I. | | | |
| | II. | | | |
| | III. | | | |
| | (c) | Alarm handling | | |
| 4.4.3 | (a) | | | |
| | (b) | | | |
| | (c) | | | |
| 4.4.4 | (a) | Data Security | | |
| | (b) | | | |
| | (c) | | | |
| | I. | | | |
| | II. | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| | (g) | | | |
| 4.4.5 | (a) | Scalability | | |
| | (b) | | | |
| | (c) | | | |
| 4.5 Implementation Requirements | | | | |
| 4.5.1 | (a) | Delivery Period | | |

| | | | | |
|--|---|----------------------------|--|--|
| | (b) | | | |
| | (c) | | | |
| 4.5.2 | (a) | Warranty | | |
| | (b) | | | |
| | (c) | | | |
| | I. | | | |
| | II. | | | |
| | III. | | | |
| | IV. | | | |
| | (d) | | | |
| | (e) | | | |
| | (f) | | | |
| 4.5.3 | (a) | Documentation and drawings | | |
| | (b) | | | |
| | (c) | | | |
| | (d) | | | |
| | (e) | | | |
| 4.5.4 | (a) | Training of SLR personnel | | |
| 4.5.5 | (a) | Acceptance test | | |
| | (b) | | | |
| | I. | | | |
| | II. | | | |
| | (c) | | | |
| 4.5.6 | (a) | Implementation time table | | |
| | (b) | | | |
| | (c) | | | |
| 4.6 Maintenance support and Service level requirements | | | | |
| | Bidder shall submit a comprehensive SLA draft | | | |

3.2 TECHNICAL CAPABILITIES

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the provision of these Products and/or Services. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

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4.4 CONFIRMATION OF FULL RESPONSIBILITY

The Bidder shall include a written confirmation that it accepts responsibility for the successful integration and interoperability of complete Level Crossing Monitoring System all IT products Radio Telecommunication Products and or sServices as required by the bidding documents.

Information Copy Not For Bidding

4.5 OTHER REQUIRED INFORMATION

Information Copy Not For Bidding

5. BIDDING FORMS - SECOND STAGE BID

Table 2: Bidder Response Format – Modified Bid

| Order in Bid | Document Number and Information Required | Check Y/N | Page No. |
|--------------|--|--------------|----------|
| 1. | Bidder's Front Page (Bidder's name. Bid details) | | |
| 2. | Bidder's Response Format (as a table of contents/checklist) | | |
| 3. | Written confirmation authorizing the signatory of the Bid to commit the Bidder (ITB 38.2) | | |
| | 5. Bid Submission Form | | |
| 4. | 5.1 Letter of Modified Bid – Two Stage Two Envelope Bidding, Second Stage Bid | | |
| | 6. Bidder's Amended Eligibility and Qualifications | | |
| 5. | 6.1 Bidder's Amended Eligibility and Qualifications | | |
| | 7. Bidder's Response to the Revised Schedule of Requirements | | |
| 6. | 7.1 Bidder's Response to the Revised Schedule of Requirements | | |
| 7. | 7.2 Amended Technical Capabilities | | |
| | 8. Guarantees and Declarations | | |
| 8. | 8.1 Extended Bid Security (If applicable) | | |
| 9. | 8.2 Bid-Securing Declaration (Not applicable) | | |
| 10. | 8.3 Manufacturer's Authorization (If applicable) | | |
| | 9. Other Bid Forms and Lists | | |
| 11. | 9.1 Amended List of Proposed Subcontractors | | |
| 12. | 9.2 Amended Software List | | |
| 13. | 9.3 Amended List of Custom Materials | | |
| 14. | 9.4 Other information as required | | |
| | 10. Bidder's Modified Price Schedules | | |
| 15. | 10.1 Level Crossing Monitoring System/ITRadio Telecommunication Products and/or Services Provided and Installed Table-Modified | | |
| 16. | 10.2 ITSystem Support Services Table-Modified | | |
| 17. | 10.3 Recurrent Costs Table-Modified | | |
| 18. | 10.4 Grand Summary Costs Table-Modified | | |
| 19. | 10.5 Country of Origin Code Table-Modified | | |
| 20. | 10.6 Price Adjustment Table (if applicable) -Modified | | |

[Employer to prepare list of appropriate forms and modify format for Table 1 to cover the Qualification and Evaluation intended.]

5.1 LETTER OF MODIFIED BID – TWO STAGE TWO ENVELOPE BIDDING, SECOND STAGE BID

Date: [Bidder: **date of bid**]
 IFB: [Employer: **IFB title and number**]
 Contract: [Employer: **name of Contract**]

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) **11**, and your requirements incorporated in the Memorandum “Changes Required Pursuant to Technical Bid Evaluation” issued after the clarification meeting held between us on [... insert date ...].
- (b) We offer to design, manufacture, test, deliver, install, pre-commission, and commission in conformity with the Bidding Document the following Level Crossing Monitoring System: [... insert narrative ...]
- (c) We have enclosed the requested Revised Technical Proposal and Supplementary Price Proposal representing the required amendments and changes as agreed during the bid clarification meetings.
- (d) The total Supplementary Price, excluding any discounts offered in item (e) below is

[amount of local currency in words], [amount in figures]

The total supplementary price from the Grand Summary (Schedule No. 5) should be entered by the Bidder inside this box. Absence of the total bid price in the Letter of Modified Bid may result in the rejection of the bid.

The above total Supplementary Price represents only changes to the original Price Proposal resulting from the revisions to the original Technical Proposal.

- (e) Due to revisions to the original Technical Proposal, discounts offered in the original Price Proposal and the methodology for their application need to be amended as follows: [... insert discounts and methodology for their application if any ...]
- (f) We offer our bid to be valid for a period of [... insert bid validity period as specified in ITB 23.1 of the BDS ...] days from the date fixed for the submission deadline for the Second-Stage bids as stipulated in the Letter of Invitation to submit a Second-Stage Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.

(If none has been paid or is to be paid, indicate "none.")

Name In the capacity of _

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on day of_, _____

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6. BIDDER'S AMENDED ELIGIBILITY AND QUALIFICATIONS**6.1 BIDDER'S AMENDED ELIGIBILITY AND QUALIFICATIONS**

The Bidder must provide documentary evidence:

1. regarding any changes that may have occurred between the time of submitting the First Stage and Second Stage Bids that have any material effect on the Bidder's eligibility and qualifications to perform the Contract; and
2. establishing in accordance with ITB 17 that any additional or revised Level Crossing Monitoring System/ITRadio Telecommunication Products and/or Services offered by the Bidder, and not included in the Technical Bid, are eligible.

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7. BIDDER'S RESPONSE TO THE REVISED SCHEDULE OF REQUIREMENTS

7.1 BIDDER'S RESPONSE TO THE REVISED SCHEDULE OF REQUIREMENTS

The Bidder must provide an updated First Stage Bid, comprising any modifications required to the First Stage Bid as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation". The Bidder must provide documentary evidence establishing that any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", are technically acceptable. The documentary evidence of the conformity of the ITRadio Telecommunication Products and/or Services to the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation" may be in the form of literature, drawings and data.

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7.2 AMENDED TECHNICAL CAPABILITIES

The Bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the revised requirements for the provision of these Products and/or Services. With this form, the Bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies which the Bidder proposes to utilize in the execution of the Contract or Contracts.

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8. GUARANTEES AND DECLARATIONS

8.1 EXTENDED BID SECURITY (IF APPLICABLE)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Employer* during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signatures]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

8.2 MANUFACTURER'S AUTHORIZATION (IF APPLICABLE)

Invitation for Bids Title and No.:

[If applicable:] Lot, Slice, Product and /or Service No(s).:

To: _____

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid and subsequently negotiate and sign a Contract with you for resale of the following Products and/or Services produced by us:

We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty/license.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of : _____

Dated on _____ day of _____, _____.

Note: This authorization should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. Manufacturer's Authorizations for Level Crossing Monitoring System Information Radio Telecommunication Technologies – except for those technologies which the Bidder itself manufactures – are required for the following types/categories: *[specify, for example: "none" / "all" / "all active (i.e. powered) equipment and all software"]*.



9. OTHER BID FORMS AND LISTS

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9.4 Other Required Information

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10. BIDDER'S **MODIFIED/SUPPLEMENTAL** PRICE SCHEDULE

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10.1 LEVEL CROSSING MONITORING SYSTEM PROVIDED AND INSTALLED TABLE-MODIFIED BID

Lot number: *[if a multi-lot procurement][Modify as necessary for supply, installation, and achieving Operational Acceptance of the specific items in the Table below, modifying, deleting, or expanding the line items. To assist Bidders to provide uniform costing and presentation Employers may number and describe items and sub items to be provided as required]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20. Bidders shall enter a code representing the country of origin of all imported plant and equipment.

| Item/Item | Product and /or Service Item Description | Qty.Qty. | All prices in LKR Unit Prices / Rates | | | |
|-----------|---|----------|---------------------------------------|---------------------------|-----|------------------------|
| | | | Total Price | | | |
| | | | Unit Prices / Rates | Total Price (without Tax) | VAT | Total Price (with VAT) |
| 1 | Application Server with software (Central Controller) | 01 | | | | |
| 2 | Industrial Routers | 201 | | | | |
| 3 | Controller at Level crossing with software | 200 | | | | |
| 4 | NVR and other accessories | 200 | | | | |
| 5 | CCTV with base and accessories | 200 | | | | |
| 6 | Monitoring clients with software | 02 | | | | |
| 7 | Monitoring displays (≥ 55" LED) | 04 | | | | |
| 8 | UPS | 201 | | | | |
| 9 | Connectivity fee | 201 | | | | |
| 10 | Installation & commissioning | Sum | | | | |
| 11 | Training | Sum | | | | |
| 12 | Other | Sum | | | | |
| | Total | | | | | |

| | |
|--|--|
| Name of Bidder | |
| Authorized Signature of Bidder: | |
| NBT registration Number | |
| VAT Registration Number | |
| SSCL registration Number | |

10.2 ITSYSYSTEM SUPPORT SERVICES TABLE-MODIFIED BID

Lot number: [if a multi-lot procurement] Modify as necessary for to identify all the support services for IT hardware and /or software in the Table below, by deleting, or expanding the line items. To assist Bidders in making uniform costing and presentation Employers may number and describe items and sub items to be provided as required]

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20

| Item/Item | System Support Service Item/Sub-item Description IT System Support Service Item/Sub-item Description | Qty./Qty. | All Prices / Rates (LKR) Unit Prices / Rates | | | |
|--|---|-------------|--|---------------------------|-----|------------------------|
| | | | Total Price | | | |
| | | | Unit Prices / Rates | Total Price (without Tax) | VAT | Total Price (with VAT) |
| 01 | Version upgrades within the warrenty period | 01 lot/year | | | | |
| 02 | Software modifications and improvements during warrenty period | 01 lot/year | | | | |
| Total Prices: System Support Services (for entry in Grand Summary Cost Table) | | | | | | |

| | |
|-----------------------|--|
| Name of Bidder | Authorized Signature of Bidder: |
| | : |

10.3 RECURRENT COSTS TABLE-MODIFIED BID

Lot number: *[if a multi-lot procurement]*

Costs MUST reflect prices and rates quoted in accordance with ITB Clauses 19 and 20. Unit prices for the same item appearing several times in the table must be identical in amount and currency.

| Item | Recurrent Item | Maximum all-inclusive Costs | | | | | | Prices Local Currency |
|---|--|-----------------------------|----|----|------------------------------|-----|-----|-----------------------------|
| | | Warranty Period | | | Post-Warranty Service Period | | | |
| | | Y1 | Y2 | Y3 | Y4 | ... | Y8n | |
| 1 | Maintenance and Performance Management | | | | | | | |
| | Annual Subtotals: | | | | | | | |
| Total Prices: Cumulative Recurrent (for entry in Grand Summary Cost Table) | | | | | | | | |

| | |
|-----------------------|--|
| Name of Bidder | Authorized Signature of Bidder: |
| | : |

10.4 GRAND SUMMARY COSTS TABLE-MODIFIED BID

| Table | Price Component | Total ¹ |
|-------|---|--------------------|
| | | Price |
| 6.1 | Products and/or Services Provided and Instacluded | |
| 6.2 | ITSystem Support Services | |
| 6.3 | Recurrent | |
| | Other | |

**GRAND TOTALS to be carried forward to
Letter of Bid – Two Stage Bidding, Second Stage Bid**

| |
|--|
| |
|--|

Name of Bidder _____

Signature of Bidder _____

¹Specify currency in accordance with Bid Data Sheet 19.1. Create and use as many columns for Foreign Currency requirement as there are foreign currencies

Section 5 - Eligible Countries

This section contains the list of eligible countries.

Not Applicable

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SECTION VI: SCHEDULE OF REQUIREMENTS

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Contents

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1. OVERVIEW

1.1 Background

Sri Lanka Railways (SLR) is having 400 plus Bell and Light type level crossing protection systems within its network of prox. 1500 km. These protection systems are designed to activate a warning signal, both audible (Bell) and visible (Flashing lights), in accordance with the regulations stipulated by the Motor Traffic Act (Chapter 203). Accordingly, two flashing Red lights are provided in each side of the level crossing, visible to the approaching road vehicles, activated automatically when a train is approaching to pass across the particular level crossing. Flashing lights are designed to go blank with the passage of the train and an Amber flashing light is displayed for road vehicles.

As to be in par with the “Fail – safe” principals in Railway signalling, these warning signals are designed to activate also when a malfunction of the system is detected, thus withdrawing from the normal working but displays hazard to the road vehicles. This condition will remain until a maintenance person attended or follows a self-healing process with train passages.

At present, this real time situation is not available to SLR unless witnesses physically. SLR is facing enormous difficulties in maintenance of these systems because of the absence of a real time monitoring system.

This procurement is intended to fulfil this gap and SLR wishes to establish a remote monitoring system for this type of (Bell and Light) level crossing protection systems. Accordingly, this document aims to establish a Level Crossing Monitoring System for 200 Bell and Light systems at the initial phase.

1.2 Structure of the SORSchedule of Requirements (SOR)

The document provides the context for which this bidding documentfor [serverthe railways operational features, user equipment, and/or network and associated software, and/or computers and associated operating systems and/or configured off the shelf software] and services provided by aLong Term Evolution (LTE)was issued and the detailedby a Level crossing Monitoring system requirementsacc according to the following categories:

- Business requirements
- Functional/Technical requirements
- Operational requirements
- Implementation requirements
- Maintenance Support requirements
- Training& Documentation requirements

1.3 Project Objectives

This project specifically focuses on **level crossings equipped with bell and light warning systems**, with the objective of implementing a **centralized monitoring system** to monitor the operational status of the systems.

In addition to operational status monitoring, this document introduces a **CCTV-based visual verification** at each targeted level crossing to enhance situational awareness, incident investigation, safety audits, and operational transparency.

1.4 Scope of Work

Scope of work includes;

1.4.1 Design, supply, implement, commission, and maintain a centralized railway level crossing monitoring with CCTV surveillance system capable of;

- Real-time and periodic monitoring of bell and light systems
- Fault detection, classification, and alarm generation
- Secure remote reset functionality
- Continuous video recording with **local on location storage**
- Secure wireless communication without mandatory vendor cloud dependency
- Scalable system architecture for future expansion

1.4.2 Maintain the system under a Service Level Agreement (SLA)

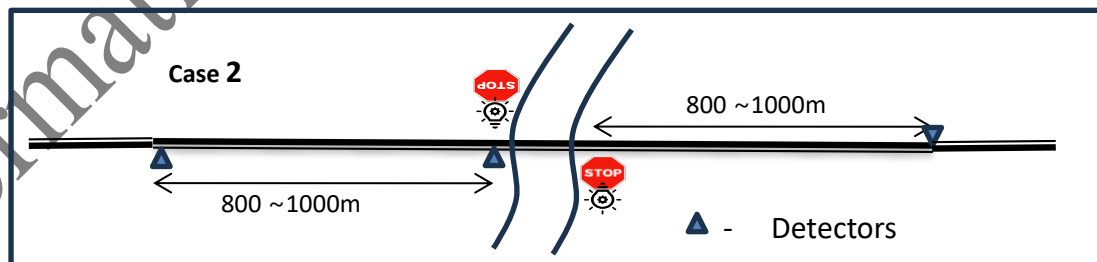
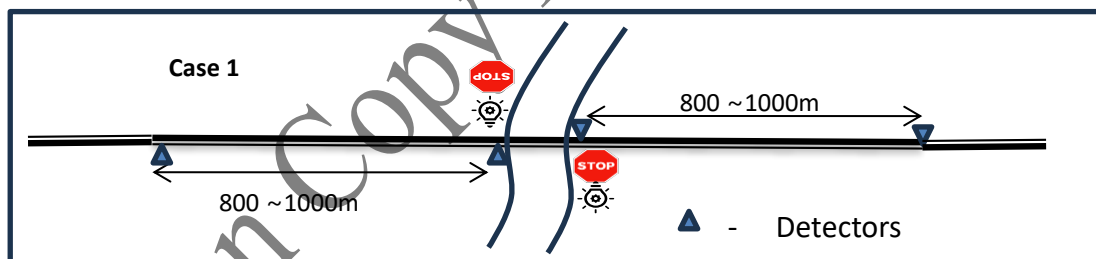
The Maintenance and Performance Management (Maintenance Contract and Service Level Agreement (SLA)).

Once the implementation of the system is completed, the system enters a 'steady state' situation, in which the system will be operated and maintained. This phase will typically involve the following activities:

- Operation and Maintenance of the system
 - Technical Support – System Monitoring, Periodic Inspections/Maintenance and Fault Diagnostics & Rectification
 - Reports and frequent Meetings
- Software Maintenance Support
 - Introduction and Supply of minor changes to the system
 - Introduction and Supply of major changes to the system and intermediate upgrades to allow the system to meet changing demands
- Performance Management Support
 - Performance Management – Quality of Services
 - Analysis – Alarms, RAMS and MTBF

2 CURRENT ENVIRONMENT

Bell and Light systems of various types and technologies are installed in the network. This procurement mainly aims spot detection-based systems. Of which the approaching trains are detected discretely at the entering end, at the level crossing (sometimes just before the level crossing and just after the level crossing) and then at the exit end (exit from the detection territory). Following figures clarify.



Once an approaching train is detected, an alarm (Bell sound and Red Flashing lights) is activated at the level crossing. This provides the warning to road users on train approaching. Alarm keeps live until the train passes the level crossing and switches off, a flashing/steady Amber light activates informing the road users that its safe to pass the level crossing cautiously.

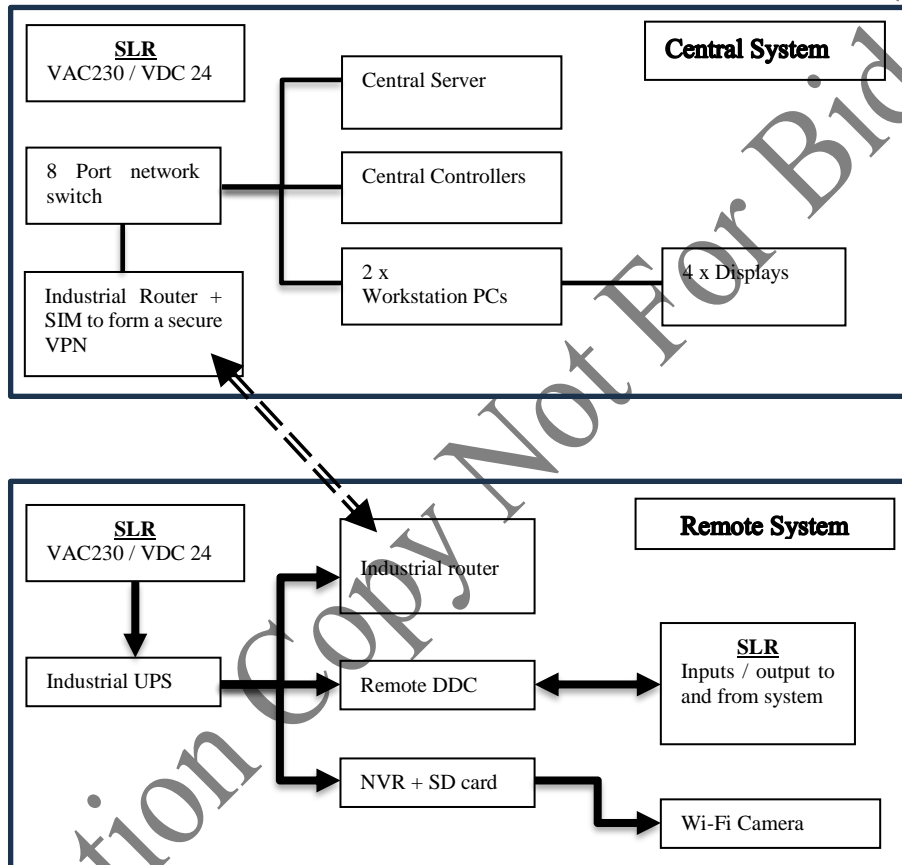
When system detects any abnormality on the system (defective), it is designed to transform to the alarm

status. Normally the approach of a train cannot be distinguished over this defective status unless for the existence of the alarm status for a long duration.

Defects of this nature usually need a system reset (or need further corrections) and at present done manually by a technical officer.

System health cannot be monitored as well as the fault (Defective) status is also unnoticeable.

3 DESIRED STATE



Sri Lanka Railways (SLR) intends to establish an operation and monitoring centre for monitoring the Bell and Light level crossing protection systems installed island-wide in its railway network. Real time status monitoring is the key requirement of the system. Main purpose is to monitor the functionality status and identify the defective systems and deploy the maintenance staff to rectify the defect at earliest possible as the defects could create an unsecure atmosphere at the level crossing.

Real time monitoring shall include;

- Real-time and periodic monitoring of bell and light systems
- Fault detection, classification, and alarm generation
- Secure remote reset functionality
- Continuous video recording with **local on location storage**

A phase implementation is expected. The main objective is to provide a new level crossing monitoring system in the two operating divisions: Colombo and Anuradhapura.

For the first phase 200 locations in the coastal line, Kelani Valley line, main line and Putlam line which

comes under Colombo controlling division will be provided with a level crossing monitoring system. In the second phase, the system will be provided to cover the Anuradapura division too.

Monitoring parameters are to be pre-agreed and shall be inclusive of following but not limited to.

| AC Power Status | DC Power Status | Operating/ Locking Relay Status | Detector status | RED Light Status | Overall Status |
|-----------------|-----------------|---------------------------------|-----------------|------------------|----------------|
| Available/ Not | Available/Not | Up/Down | Up/ Down | On/Off | Normal/Error |

4 SPECIFIC REQUIREMENTS

This section describes the requirements for the Radio Communication Network Level Crossing Monitoring System and the performance levels which are to be achieved.

Bidders to note:

Bidders must clearly explain in their Bid how their proposed solution meets the Employer Requirements stated in this SOR. Levels are defined in two categories; **M= Mandatory; D = Desirable**

Compliance to all requirements shall be described and references shall be given in compliance table Section IV, 3.1 sec 4.3.1 / supported by documentary evidence including reference page numbers..

Refer to: Compliance Table in Section IV, 3.1 Bidder's Response to the Schedule of Requirements

4.1 Business Requirements

Note: Bidders must state clearly in their Bid how the proposed solution meets the following business requirements:

| Requirement Summary | Business Requirement Description | M or D | Reference page No. |
|--------------------------|--|--------|--------------------|
| Business Function | a) SLR will be able to monitor the required alarms and the functional status of the level crossing protection system using a graphical interface at the central monitoring client. | M | |
| | b) SLR will be able to monitor the real time CCTV footages when required. | M | |
| | c) SLR will be able to rest the system using a graphical interface at central monitoring client. | M | |
| | d) SLR will be able to send SMS to the respective maintenance officer using the central monitoring system (call charges will be on SLR) | M | |

4.2 Functional/Technical Requirements

Note: Bidders must clearly state any specific prerequisites, especially technical ones that must be addressed for the required functionality of the proposed solution even if it is deemed not in scope by this document

| Requirement Summary | Functional/Technical Requirement Description | M or D | Reference page No |
|--|--|---|-------------------|
| <p>4.2.1 Functional Architecture</p> | <p>The proposed solution shall consist of the following main system elements:</p> <p>Central Management System</p> <ul style="list-style-type: none"> a) Application Server b) Monitoring Clients c) Graphical Monitoring & Video Interface d) Input function for realizing the system reset. <p>Remote Level Crossing Subsystems</p> <ul style="list-style-type: none"> e) Industrial cellular communication router. f) Distributed DDC / controller. g) Sensors and digital inputs. h) Output drive capability for the remote reset function. i) CCTV camera with on location storage. j) Industrial grade backup power system. k) Real time surveillance data will be collected at the remote cabinet and will be retrieved as necessary. System health inputs will be called to central station at pre-defined intervals and will be graphically displayed at monitoring clients. l) In addition to the display at the monitoring client workstations, it should be possible to generate an SMS alarm to the relevant maintenance officer/s (multi receive). List should be possible to customize on requirement; a suitable interface shall be arranged or contractor has to attend on request. m) Maintenance logs shall be available at the central monitoring client. | <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>D</p> <p>D</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> | |
| <p>4.2.2 Communication Architecture</p> | <p>At present, SLR does not maintain any internal network between level crossings and central monitoring locations.</p> <ul style="list-style-type: none"> a) Communication between the central management system and remote level crossing subsystems shall therefore be based on wireless technologies, such as: GSM / LTE / 4G / 5G (as applicable) b) Network coverage by ISP: Dialog will ensure the coverage of railway line all over the country as Ms. Dialog have mutual agreement with SLR to cover 100% of the railway network. Bidder may select Ms. Dialog as the service provider. | <p>D</p> <p>D</p> | |

| | | | |
|--|---|---|--|
| 4.2.4 Remote Sub System at Level Crossing | <p>Distributed Controller (DDC)</p> <p>Each level crossing shall include a distributed controller capable of;</p> <ul style="list-style-type: none"> a) Reading all required digital inputs from sensors and relays b) Transmitting data securely to the central server via the router c) Executing local logic for fault determination and status validation. d) DDC should be needed to be installed in SLR given enclosure. e) Power; 230V AC 50Hz or 24VDC will be given by SLR as necessary. f) Resetting the system when commanded by the central monitoring system. | <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> | |
| 4.2.5 CCTV Surveillance System | <p>Camera requirements</p> <p>Each level crossing shall be equipped with one CCTV camera, satisfying minimum requirements.</p> <ul style="list-style-type: none"> a) Resolution: 2 megapixels or higher b) Fixed or varifocal bullet-type c) construction suitable for outdoor use d) In Built WI-FI availability. e) Night vision / low-light performance suitable for railway environments f) Weatherproof rating: minimum IP66 g) Shall be of self-powered type (Solar). However 230V AC 50Hz power will be given by SLR If it is extremely necessary to power up by commercial power due to solar operational issues. SLR reserves the decision. Bidder shall consider that all the locations shall be provided with self-powered cameras. h) Mounting pole shall be provided and maintained by the successful bidder. <p>Video Recording and Retrieval</p> <ul style="list-style-type: none"> i) Cameras shall record continuously to NVR located in secure enclosure of SLR . j) NVR should be connected to industrial router to connect remotely. k) Operators shall be able to: <ul style="list-style-type: none"> I. Access live video remotely II. Retrieve historical recordings during investigations l) Video access and playback shall be available through the central graphical monitoring interface | <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>D</p> <p>M</p> <p>D</p> <p>M</p> <p>M</p> <p>M</p> | |

4.3 Devices

4.3.1 Industrial Router

| Specification | Feature | Requirement Description | M or D |
|---------------|----------|-------------------------------|--------|
| 1. General | a) Brand | Internationally reputed brand | M |
| | b) Model | Specify | D |

| | | | |
|------------------------------|---------------------------|--|---|
| | c) Country of Origin | Specify | D |
| | d) Product Type | Industrial-grade cellular router designed for 24/7 operation (Mandatory) | D |
| | e) Intended Application | Suitable for critical infrastructure, remote monitoring, industrial automation | M |
| | f) Product Lifecycle | Product lifecycle with minimum 5-year long-term availability | M |
| 2. Cellular /WAN Performance | a) Cellular Technology | 4G LTE with backward compatibility to 3G and 2G | D |
| | b) LTE Category | LTE Cat 4 or higher | D |
| | c) Maximum Downlink Speed | ≥ 100 Mbps | D |
| | d) Maximum Uplink Speed | ≥ 50 Mbps | D |
| | e) SIM Configuration | Dual SIM slots with automatic failover | D |
| | f) SIM Management | Configurable SIM priority and backup logic | D |
| | g) WAN Failover | Automatic failover between cellular, wired WAN, and Wi-Fi WAN | D |
| | h) APN | Automatic APN selection | D |
| 3. Ethernet & LAN Interfaces | a) Ethernet Ports | Minimum 4 x RJ45 ports, 10/100 Mbps | D |
| | b) Port Functionality | Configurable LAN/WAN | D |
| | c) Switching Capability | Built-in Ethernet switch | D |
| 4. Wireless (Wi-Fi) | a) Wi-Fi Standard | IEEE 802.11 b/g/n (2.4 GHz) or higher | D |
| | b) Operating Modes | Supports Access Point (AP) and Station (STA) modes | D |
| | c) No Of clients | minimum 100 simultaneous Wi-Fi clients | D |
| | d) Roaming | Fast roaming support | D |
| 5. Security | a) Wi-Fi Security | Specify | D |
| | | Client isolation & disable auto-reconnect | M |
| | b) Network Security | Stateful Firewall | M |
| | | Custom firewall rules | M |

| | | | |
|---|-------------------------------|---|---|
| 6. VPN | a) Open VPN | Simultaneous VPN client and server operation | M |
| | | Specify encryption methods | M |
| | b) VPN Termination | VPN tunnels shall terminate only at customer-designated endpoints | M |
| 7. Protocols & Industrial Integration | a) Network protocols | Specify | D |
| | b) Firmware Management | Remote firmware upgrade | M |
| | c) Configuration Backup | Remote configuration backup and restore | M |
| | d) Alerts | Alerts via SMS, Email, SNMP traps | M |
| | e) Vendor Access | Vendor has no implicit or permanent access to deployed devices | M |
| 8. Data Sovereignty & Cloud Independence | a) Vendor Cloud | No mandatory vendor cloud required for operation | M |
| | b) Default Cloud Connectivity | Device does not auto-connect to external servers after factory reset | M |
| | c) MTBF | Industrial-grade MTBF declared (Higher than 40000) | M |
| | | Proof Document to be attached | M |
| 9. Certifications & Compliance(Mandatory) | a) Regulatory | CE, REACH compliance | D |
| | | EN 55032 / EN 55035 | M |
| | | EN 301 908 / EN 300 328 | M |
| | b) RoHS | RoHS compliant | D |
| 10. Firmware & Backdoor Prevention | a) Firmware Updates | Firmware updates shall NOT be automatically forced from vendor servers | M |
| | b) Update Control | Firmware updates must be manually triggered or hosted by the customer | M |
| | c) Backdoor Access | Device shall NOT contain undocumented remote access mechanisms | M |
| | d) Disclosure | Bidder shall declare all remote access services present in the device | M |
| 11. Documentation & Support | a) Technical Datasheet | Detailed datasheet available | M |
| | b) User Manuals | Installation and configuration manuals | M |

4.3.2 Remote IO Controller

| Device | Feature | Requirement Description | M or D |
|------------|----------|-------------------------------|--------|
| 1. General | a) Brand | Internationally reputed brand | M |

| | | | |
|-------------------------------------|--|---------|---|
| | b) Model | Specify | M |
| | c) Country of Origin | Specify | M |
| | d) Fully programmable IP-based DDC controller | Specify | M |
| | e) Designed for HVAC and ELV control applications | Specify | M |
| | f) Operates as part of distributed control system | Specify | M |
| | g) Controller shall support local logic execution and decision making | Specify | M |
| | h) Controller shall support future functional expansion without controller replacement | Specify | M |
| | i) Suitable for 24/7 continuous operation | Specify | M |
| | j) Life cycle (minimum 5 years) | Specify | M |
| 2. Processing, Memory & Reliability | a) Industrial-grade embedded processor | Specify | M |
| | b) Built-in Real Time | Specify | M |

| | | | |
|-----------------------------|---|---------|---|
| | Clock (RTC) with battery backup | | |
| | c) Hardware & software watchdog mechanism | Specify | M |
| | d) Non-volatile memory for configuration & logs | Specify | M |
| | e) Controller shall automatically recover after power failure | Specify | M |
| 3. Input / Output Capacity | a) Minimum 14 Universal Inputs (AI/DI configurable) | Specify | M |
| | b) Minimum 3 Digital Outputs (Relay type) | Specify | M |
| 4. Communication Interfaces | a) Minimum 1 × Ethernet (10/100 Mbps) | Specify | D |
| | b) Minimum 1 × RS-485 port | Specify | D |
| | c) Shall not require vendor-locked middleware | Specify | M |
| 5. Programming & Logic | a) Fully programmable logic | Specify | M |

| | | | |
|-----------|---|---------|---|
| Functions | b) Supports standalone operation | Specify | M |
| | c) Timer-based scheduling | Specify | M |
| | d) Supports time schedules and local trends | Specify | M |
| | e) Password-protected access levels | Specify | M |

4.3.3 Central Controller

| Device | Feature | Requirement Description | M or D |
|------------|---|-------------------------------|--------|
| 1. General | a) Brand | Internationally reputed brand | M |
| | b) Model | Specify | M |
| | c) Country of Origin | Specify | M |
| | d) Framework-based controller supporting multi-protocol integration | Specify | M |
| | e) Controller shall support standalone operation without permanent cloud dependency | Specify | M |
| | f) Controller shall support local logic execution and decision making | Specify | M |
| | g) Suitable for 24/7 | Specify | M |

| | | | |
|------------------------|---|---------|---|
| | continuous operation | | |
| | h) Life cycle: (minimum 5 years) | Specify | M |
| 2. Processing & Memory | a) Minimum 32-bit processor (≥ 1 GHz) | Specify | M |
| | b) Minimum 1 GB RAM | Specify | M |
| | c) Minimum 4 GB onboard non-volatile storage | Specify | M |
| | d) Removable backup storage (Micro SD or equivalent) | Specify | M |
| 3. Network Interfaces | a) Minimum 2 \times Ethernet ports (10/100 Mbps) | Specify | M |
| | b) Minimum 2 \times isolated RS-485 ports, expandable | Specify | M |
| | c) USB service / commissioning port | Specify | M |
| | d) No mandatory vendor cloud dependency | Specify | M |
| 4. Reliability | a) Hardware watchdog timer | Specify | M |
| | b) Battery-backed real-time clock | Specify | M |

| | | | |
|-----------------------------------|---|---------|---|
| | c) Non-volatile memory for configuration & logs | Specify | M |
| | d) Controller shall automatically recover after power failure | Specify | M |
| 5. Firmware & Backdoor Prevention | a) Firmware upgrade should be manual | Specify | M |
| | b) No forced cloud-based firmware dependency | Specify | M |

4.3.4 CCTV

| Device | Feature | Requirement Description | M or D |
|----------------|----------------------------|--|--------|
| 1. General | a) Brand | Internationally reputed brand | M |
| | b) Model | Specify | M |
| | c) Country of Origin | Specify | M |
| | d) Camera Quality | 1/3" Progressive Scan CMOS image sensor | M |
| | e) | Minimum resolution 1920 × 1080 | M |
| 2. Lens | a) Angle adjustment : | Pan 0°–360°, Tilt 0°–90°, Rotate 0°–360° | M |
| | b) Focal Length & FOV: | 2.8 mm | M |
| | c) Aperture | F1.6 | M |
| 3. Illuminator | a) Supplement Light Type: | IR | D |
| | b) Supplement Light Range: | Up to 30 m | D |

| | | | |
|--------------|---------------------------------|---|---|
| | a) IR Wavelength: | 850 nm | D |
| | b) Smart Supplement Light: | Yes | M |
| 4. Video | a) Main Stream: | 50 Hz 25 fps (1920 × 1080) | M |
| | b) Video Compression: | H.265/H.264 | M |
| | c) Video Bit Rate: | 32 Kbps to 4 Mbps | M |
| | d) Audio Sampling Rate: | 8 kHz/16 kHz | M |
| | e) Environment Noise Filtering: | Yes | M |
| | f) Frequency Range: | 2.4 GHz to 2.4835 GHz | M |
| | g) Channel Bandwidth: | 20/40 MHz | D |
| | h) Modulation: | BPSK, QPSK, 16QAM, 64QAM, etc. | D |
| | i) Wireless Range: | Up to 120 m (environment dependent) | M |
| 5. Interface | a) Built-in Microphone: | Yes | M |
| | b) Built-in Speaker: | Yes | M |
| | c) Reset Key: | Yes | M |
| | d) Ethernet Interface: | RJ45 10M/100M self-adaptive | D |
| 6. Event | a) Basic Event: | Motion detection | M |
| | b) Linkage: | Notify surveillance center, audible warning | M |

4.3.5 NVR

| Device | Feature | Requirement Description | M or D |
|-----------------------|--|---|--------|
| 1. General | a) Brand | Internationally reputed brand | M |
| | b) Model | Specify | M |
| | c) Country of Origin | Specify | M |
| | d) 4 CH NVR | Specify | M |
| | e) In built Wi-Fi connection | Specify | M |
| 2. Video and Audio | a) IP Video Input | 4-CH or higher | M |
| | b) Incoming Bandwidth | 20 Mbps higher | M |
| | c) Outgoing Bandwidth | 21 Mbps higher | M |
| 3. Decoding | a) Stream Type | Video, Video & Audio | M |
| | b) Recording Resolution | 5MP/4MP/3MP/1080p/UXGA/720p/VGA/4CIF/DCIF/2CIF/CIF/QCIF | M |
| 4. Network | a) Network Interface | 1, RJ-45 10/100 Mbps self-adaptive Ethernet interface | M |
| 5. Wireless parameter | a) Frequency Band | 2.4 GHz or Higher | M |
| | b) Antenna Structure | Dual high gain antenna | D |
| | c) Transmission Speed | 573 Mbps or higher | M |
| 6. Recording | a) Recording Details | Recording resolution will be Minimum 2MP, 25FPS, H265 | M |
| 7. Documentation | a) Complete technical datasheets | Specify | M |
| | b) Programming & configuration manuals | Specify | M |

4.4 Operational Requirements

| Req. Summary | Operational Requirement Description | M or D | Reference page No |
|---|--|---|-------------------|
| 4.4.1 Inputs and outputs | <p>Mainly there will be three types of protection systems need to be monitored. Bidder shall study and propose a suitable methodology to gather the inputs and driving an output for each system type.</p> <p>Following inputs need to be read and processed</p> <ul style="list-style-type: none"> a) Status of flashing Red Lights. b) Status of Power supply VAC and VDC to the system c) Status of operation relay (locking Relay) ; Relay is energized/de-energized. d) Status of detector inputs (maximum of 4 detectors per system as decided by SLR) e) Provision for one additional input and one additional output <p>Transmission rules</p> <ul style="list-style-type: none"> f) Periodic transmission in every 15 minutes Immediate transmission upon any status change | <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> <p>M</p> | |
| 4.4.2 Fault Logic and Alarm Handling | <p>Fault identification</p> <ul style="list-style-type: none"> a) The system shall determine operational status based on predefined logic tables b) If a crossing remains in the “Not normal” state for more than a configurable time (X minutes), the system shall: <ul style="list-style-type: none"> i. Change status to Error ii. Suspend auto-refresh (SLR will decide as necessary) iii. Require manual reset from the control centre or locally. <p>Alarm handling</p> <ul style="list-style-type: none"> c) Fault notifications shall be forwarded to designated SLR officers via SMS.SLR shall have authority to modify contact numbers list. | <p>M</p> <p>M</p> <p>M</p> <p>M</p> | |
| 4.4.3 Power Requirement | <ul style="list-style-type: none"> a) 230VAC commercial power is available at all locations, proposed system shall derive power from 230 VAC. b) Backup power shall be provided to ensure minimum 4 hours of uninterrupted operation | <p>M</p> <p>M</p> | |

| | | | |
|----------------------------|---|---|--|
| | <p>c) Backup power shall cover:</p> <p style="padding-left: 40px;">I. Routers</p> <p style="padding-left: 40px;">II. DDC Controllers</p> <p style="padding-left: 40px;">III. CCTV NVR</p> | M M M | |
| 4.4.4 Data Security | <p>a) All communication shall be protected using security mechanisms.</p> <p>b) Secure VPN tunnels shall be established between remote routers and the central server.</p> <p>c) Endpoint protection shall be provided for:</p> <p style="padding-left: 40px;">I. Application servers</p> <p style="padding-left: 40px;">II. Monitoring clients</p> <p>d) The system should mandatorily block connectivity to any vendor-controlled or foreign-hosted cloud platform.</p> <p>e) Any remote management or cloud functionality must be fully disable.</p> <p>f) All operational, diagnostic, and video data shall remain under full control of SLR.</p> <p>g) Security patches and updates shall be provided free of cost within the contract period.</p> | M M M M M M M M M | |
| 4.4.5 Scalability | <p>The proposed system shall be scalable to support:</p> <p>a) Additional level crossings.</p> <p>b) Additional monitoring clients.</p> <p>c) Expansion of data storage and analytics capabilities.</p> | M M M | |

4.5 Implementation Requirements

| Req. Summary | Operational Requirement Description | M or D | Reference page No |
|----------------------------------|---|--------------------------------------|-------------------|
| 4.5.1 Delivery Period | <p>Bidder shall study, design, supply, install, test, and commission and handover the complete system within 06 months.</p> <p>a) Successful bidder shall conduct a Proof of Concept (POC) for 25 selected level crossings.</p> <p>b) First 25 locations (for POC) shall be completed within 2 months. SLR will assess and authorize the continuation of installation after satisfying on the functionality of first 25 locations.</p> <p>Remaining 175 locations shall be completed within 6 months. Time taken by SLR for authorizing the installations after first 25 locations will not be counted for the project period.</p> <p>c) In case that the POC is failed and supplier cannot rectify to an agreeable level, SLR will decide to terminate the contract under clause 34.1.</p> | M M M M | |
| 4.5.2 Warranty | <p>a) Warranty period: 3 years from the acceptance of the complete system.</p> <p>b) In case of subsequent node additions, warranty will be effective from the date of acceptance of that node/group of nodes.</p> <p>c) Warranty shall include:</p> <ol style="list-style-type: none"> I. Hardware and software replacement. II. 24/7 support. III. On-site support. IV. Free system patches and version upgrades. <p>d) Minimum system lifespan: 8 years</p> <p>e) Service Level Agreement (SLA) for five (5) years will be enforced <u>after 3-year warranty</u>.</p> <p>f) Draft of the SLA shall be submitted along with the bid.</p> | M M M M M M M M | |
| 4.5.3 Documentation and Drawings | <p>Following documentation and training requirements shall be full filed by the successful bidder.</p> <p>a) As-built documentation</p> <p>b) Technical and operator manuals</p> <p>c) User and operational guides</p> <p>d) Hands-on training for SLR staff</p> | M M M M | |

| | | | |
|--|---|------------------|--|
| | e) Training fees to be clearly itemized in the price schedule | M | |
| 4.5.4 Training of SLR personnel | a) Successful bidder shall conduct training for 50 technical officers/ engineers in batches each might contain of 15 heads. | D | |
| 4.5.5 Acceptance Test | <p>a) The bidder shall submit detailed UAT documentation at least two weeks prior to testing</p> <p>b) UAT shall include:</p> <ol style="list-style-type: none"> i. Functional testing ii. Integration testing <p>c) Network Traffic & Data Sovereignty Verification Test – Successful bidder has to submit a certification from a reputed accreditation agency (accepted to SLR) to prove the data security and sovereignty.</p> | D M M M | |
| 4.5.6 Implementation Timetable | <p>a) The Bidder is requested to submit a Project Implementation Plan comprising of the Project Organization Chart and the Project Time Schedule. Basic time frame requirements were presented in the chapter 3.</p> <p>b) The Project Organization Chart shall indicate all roles and responsibilities required for the project implementation in the Initial Phase and in the Operational Phase.</p> <p>c) The Bidder shall submit, with his proposal, a project time schedule indicating how he will accomplish the project, reflecting all time periods and critical dates and milestones, regarding, but not limited to:</p> <ul style="list-style-type: none"> • Starting the Project and set up phase • Design Phase • Supply, Installation and Commissioning the User Devices • Pilot Phase (POC) including testing and acceptance after two months. • Training program to SLR Management and Users • Operation and Maintenance <p>The total time period for the implementation must not exceed 06 months after the date of commencement.</p> | M M M | |

4.6 Maintenance Support/ Service Level Requirements

The Bidder shall submit a draft of Maintenance Plan and draft Service Level Agreement (SLA) as part of their technical proposal. - **(Mandatory)**

Service Level Agreement (SLA) for **five (5) years** will be enforced after 3-year warranty. The Bidder shall present a priced offer (price per year) for the maintenance and performance management of the proposed Level Crossing Monitoring System.

Some of the requirements are set out below to be included into the Maintenance & Service Level Agreement which the Successful Bidder (Supplier) has to incorporate.

Response and Action levels against each service levels shall be proposed by the bidder. – (Mandatory)

| Service Level | Criticality | Definition | Impact of failure | Examples |
|---------------|--------------------------|--|--|--|
| 1 | No Impact | Failures having no impact on system monitoring. Monitoring systems are fully intact. | No level crossing is offline. | <ul style="list-style-type: none"> Loss of redundancy Loss of backup data. Maintenance feature not available (loss of remote diagnostics functions or log data) |
| 2 | Operations Impact | Failures having an impact on system monitoring Local systems of Level crossing system are working | Less than 50 level crossings off line but recording at NVR is functioning normally. | <ul style="list-style-type: none"> Hardware or Software failures affecting the central connectivity. |
| 3 | Severe Operations Impact | Failures having a major impact on monitoring | More than 50 systems off line or not recording. (No of systems offline + No. of NVRs not recording > 50) | <ul style="list-style-type: none"> Major transmission failure. Functional failure (software and/or system data) |
| 4 | No operation | Failures having a disastrous impact on monitoring | More than 100 systems off line or not recording. (No of systems offline + No. of NVRs not recording > 100) | <ul style="list-style-type: none"> Major transmission failure. |

Appendix 1 – List of Level Crossings – Phase 1

Coastal Line

| No | Milage | Block Section | LX road name |
|----|----------|---------------|-----------------------------|
| 1 | 21m 02ch | PIN/WDA | Palliya Rd |
| 2 | 21m 12ch | PIN/WDA | Werala Rd |
| 3 | 21m 65ch | WDA/TRH | Wasantharama Rd |
| 4 | 23m 41ch | WDA/TRH | Karandagaha Rd |
| 5 | 32m 13ch | PGS/BRL | Karandagaha watta Rd |
| 6 | 32m 24ch | PGS/BRL | Elagahawatta Rd |
| 7 | 32m 65ch | PGS/BRL | Sebasthiyan Rd |
| 8 | 34m 51ch | PGS/BRL | Marakkalawatta road |
| 9 | 34m 56ch | PGS/BRL | Circular Rd |
| 10 | 35m 29ch | BRL/ALT | Mangala pirivena Rd |
| 11 | 35m 66ch | BRL/ALT | Bangalawatta Rd |
| 12 | 36m 16ch | BRL/ALT | 11 th cross lane |
| 13 | 36m 53ch | BRL/ALT | Mullawatta Rd |
| 14 | 36m 61ch | BRL/ALT | Gangabada Rd |
| 15 | 37m 43ch | BRL/ALT | Shramadana Rd |
| 16 | 37m 58ch | BRL/ALT | Silananda Rd |
| 17 | 40m 63ch | ALT/IDA | Cinneman garden Rd |
| 18 | 41m 25ch | ALT/IDA | Mirismola Rd |
| 19 | 41m 37ch | ALT/IDA | Kafukaliya Rd |
| 20 | 42m 07ch | ALT/IDA | Yalegama Rd |
| 21 | 43m 16ch | IDA/KDA | Habakkala Rd |
| 22 | 43m 03ch | IDA/KDA | Sudhuwelipotha Rd |
| 23 | 44m 33ch | IDA/KDA | Polwatta Rd |
| 24 | 44m 61ch | IDA/KDA | Duwemodara Rd |
| 25 | 44m 75ch | IDA/KDA | Egodaduwa Rd |
| 26 | 45m 17ch | IDA/KDA | Gangarama Rd |
| 27 | 45m 51ch | KDA/AUH | Ganegodawella Rd |
| 28 | 46m 12ch | KDA/AUH | Sri Saranankara Mawatha |
| 29 | 46m 18ch | KDA/AUH | PYA stn Rd |
| 30 | 46m 31ch | KDA/AUH | Hegalle maha vidyalaya Rd |
| 31 | 46m 37ch | KDA/AUH | Ambepitiya Rd |
| 32 | 46m 75ch | KDA/AUH | Sumangala Rd |
| 33 | 47m 43ch | AUH/BPA | Middaramulla Rd |
| 34 | 47m 63ch | AUH/BPA | Makumbura Rd |
| 35 | 48m 02ch | AUH/BPA | Ampe Rd |
| 36 | 48m 07ch | AUH/BPA | Ambagaspitiya Temple Rd |
| 37 | 48m 24ch | AUH/BPA | Pathegamgoda Rd |
| 38 | 48m 36ch | AUH/BPA | Maduwa Rd |

| | | | |
|----|----------|---------|----------------------------------|
| 39 | 48m 05ch | AUH/BPA | Ginigalgoda Rd |
| 40 | 48m 72ch | AUH/BPA | Maha Kappina walwwa Rd |
| 41 | 51m 05ch | BPA/ABA | Kuruduwatta Rd |
| 42 | 52m 01ch | BPA/ABA | Polwatta Rd |
| 43 | 53m 34ch | ABA/KWE | Francis silva Mw (shramadana Rd) |
| 44 | 53m 47ch | ABA/KWE | Ananda Rajakaruna Mw |
| 45 | 53m 05ch | ABA/KWE | Gangarama Rd |
| 46 | 53m 07ch | ABA/KWE | Galketiya Rd |
| 47 | 54m 28ch | ABA/KWE | Neegrodarama Rd |
| 48 | 54m 07ch | ABA/KWE | Wenamulla Rd |
| 49 | 56m 18ch | ABA/KWE | Walle BALL Coart Rd |
| 50 | 56m 38ch | ABA/KWE | Maaim Rd |
| 51 | 56m 55ch | ABA/KWE | Uduwaragoda Rd |
| 52 | 57m 23ch | KWE/HKD | Kuruppukande Rd |
| 53 | 57m 04ch | KWE/HKD | Samagi Mw |
| 54 | 57m 55ch | KWE/HKD | Bandigoda Rd |
| 55 | 58m 02ch | KWE/HKD | Daluwathumulla Rd |
| 56 | 58m 45ch | KWE/HKD | Peraliya Rd |
| 57 | 58m 67ch | KWE/HKD | Malawenna Rd |
| 58 | 59m 33ch | KWE/HKD | Werellana Rd |
| 59 | 60m 06ch | KWE/HKD | Wellawatta |
| 60 | 60m 47ch | HKD/DNA | Amarasena Mw |
| 61 | 60m 05ch | HKD/DNA | Deewara Niwasa Rd |
| 62 | 60m 07ch | HKD/DNA | Wawulugoda Rd |
| 63 | 60m 78ch | HKD/DNA | Wawulugoda meda Rd |
| 64 | 61m 09ch | HKD/DNA | Pannamgoda Rd |
| 65 | 61m 33ch | HKD/DNA | wewala Rd |
| 66 | 61m 51ch | HKD/DNA | Wewalgoda Rd |
| 67 | 61m 77ch | HKD/DNA | Naarigama |
| 68 | 62m 39ch | HKD/DNA | Sir Earnests De silva Mw |
| 69 | 62m 62ch | HKD/DNA | Patuwatha Rd |
| 70 | 63m 03ch | HKD/DNA | Samaanthara Rd |
| 71 | 63m 26ch | HKD/DNA | Modara patuwatha Rd |
| 72 | 63m 45ch | HKD/DNA | Saranajothi Rd |
| 73 | 63m 64ch | HKD/DNA | Sri Dhammissara Mw |
| 74 | 64m | HKD/DNA | Degalle Rd |
| 75 | 64m 01ch | HKD/DNA | Piyarathne Rd (temple Rd) |
| 76 | 64m 55ch | HKD/DNA | Moronthuduwa Rd |
| 77 | 64m 07ch | HKD/DNA | Pansala Rd(devinigoda) |
| 78 | 65m 43ch | DNA/BSH | Wijerathne Rd |

| | | | |
|-----|----------|---------|--|
| 79 | 65m 57ch | DNA/BSH | Owakande new Rd |
| 80 | 65m 67ch | DNA/BSH | Sir Eranests De Silva Mawatha (owakanda) |
| 81 | 66m 39ch | DNA/BSH | Wellabada Rd |
| 82 | 66m 56ch | DNA/BSH | Pansala Rd |
| 83 | 67m 67ch | GNT/BSH | Pinthaliya |
| 84 | 68m 67ch | GNT/GLE | Ukwatta Rd (Paghnnaloka Mw) |
| 85 | 69m 15ch | GNT/GLE | Walukarama Temple Rd (private Rd) |
| 86 | 69m 35ch | GNT/GLE | Sudarshanarama Rd |
| 87 | 69m 78ch | GNT/GLE | Nagarathna Rd |
| 88 | 70m 14ch | GNT/GLE | Wekunugoda Rd |
| 89 | 73m 03ch | GLE/KUG | Thakkiya Rd |
| 90 | 74m 08ch | GLE/KUG | Sudharmarama Rd |
| 91 | 75m 72ch | KUG/TLP | Godewatta Rd |
| 92 | 76m 4ch | KUG/TLP | Maharamba Rd |
| 93 | 76m 58ch | KUG/TLP | Kshetrarama Rd |
| 94 | 77m 45ch | KUG/TLP | Mihiripanna |
| 95 | 77m 55ch | KUG/TLP | Pansala Rd (eluwila Rd) |
| 96 | 78m | KUG/TLP | Shramadana Rd(persnwttta Rd) |
| 97 | 78m 18ch | KUG/TLP | Kanandoowa Rd(gramodaya mandala Rd) |
| 98 | 78m 76ch | TLP/KOG | Neegrodarama Rd |
| 99 | 79m 01ch | TLP/KOG | Kahawennagama Rd |
| 100 | 79m 19ch | TLP/KOG | Jagodawatta Rd |
| 101 | 79m 29ch | TLP/KOG | Pitiduwa Rd |
| 102 | 79m 78ch | TLP/KOG | Sethuwatta Rd |
| 103 | 80m 01ch | TLP/KOG | Private Rd |
| 104 | 80m 29ch | TLP/KOG | Deniya Rd (liyanagoda Rd) |
| 105 | 80m 32ch | TLP/KOG | Lanumodara Rd |
| 106 | 81m 17ch | TLP/KOG | Hirigaldewalaya Rd |
| 107 | 81m 71ch | TLP/KOG | Martin wickramasinghe museum Rd |
| 108 | 82m 57ch | KOG/ANM | Kathaluwa giniwella Rd |
| 109 | 82m 63ch | KOG/ANM | Kathaluwa ranwella Rd |
| 110 | 83m 16ch | KOG/ANM | Kabalana Rd |
| 111 | 83m 28ch | KOG/ANM | Kabalana Daluwaththa |
| 112 | 83m 63ch | KOG/ANM | Premarathna Mw |
| 113 | 83m 68ch | KOG/ANM | Wimalasara Mw |
| 114 | 84m | KOG/ANM | Meetiya goda Rd |
| 115 | 84m 25ch | KOG/ANM | Kotte goda Rd |
| 116 | 85m 07ch | ANM/WLM | Mahawihara Rd |
| 117 | 85m 24ch | ANM/WLM | Walahandoowa Rd (digarenda Rd) |
| 118 | 86m 01ch | ANM/WLM | Goviyapana kalkatiya Rd |
| 119 | 86m 37ch | ANM/WLM | Denuwala Rd |
| 120 | 89m 24ch | ANM/WLM | Agraboodiya d |
| 121 | 89m 39ch | ANM/WLM | Eral jayawickrama Rd |
| 122 | 89m 52ch | ANM/WLM | Daluwatta Rd (Hettiweediya i) |
| 123 | 89m 66ch | ANM/WLM | Hettiweediya ii |

| | | | |
|-----|----------|----------|---|
| 124 | 90m 32ch | WLM/KMG | Polwatta Rd |
| 125 | 90m 42ch | WLM/KMG | Palana Rd |
| 126 | 90m 58ch | WLM/KMG | Ganagarama wihara Rd |
| 127 | 90m 62ch | WLM/KMG | Gangara watta Rd (palana) |
| 128 | 91m 03ch | WLM/KMG | Bogahawatta Rd |
| 129 | 91m 28ch | WLM/KMG | Palana East Rd |
| 130 | 92m 24ch | WLM/KMG | Unauthorized Railway cross Rd (Baddakonavila watta Rd) |
| 131 | 94m 65ch | WLM/KMG | Pahala gammedda Rd (garanduwa iii) |
| 132 | 95m 05ch | WLM/KMG | Thudella Rd |
| 133 | 95m 46ch | KMG/MTR | Gunasekara Mw |
| 134 | 95m 06ch | KMG/MTR | Awaasa wewa langa Rd |
| 135 | 97m 15ch | KMG/MTR | Saddhathissa Rd |
| 136 | 97m 38ch | KMG/MTR | Parackrama Rd |
| 137 | 17m 16ch | M RTPND/ | Fisheries harbour Rd |
| 138 | 20m 51ch | PIN/WDA | Rathnayake Rd |
| 139 | 23m 03ch | WDA/TRH | Sri Sangananda Rd |
| 140 | 38m 04ch | BRL/ALT | Bus deport Rd |

Puttalam Line

| No | Milage | Block Section | LX road name |
|----|-----------|---------------|------------------------------------|
| 1 | 16m 17ch | AWP-SED | Damadura rd |
| 2 | 17m 32ch | SED-LGM | Sydney premaratne rd |
| 3 | 20m 04ch | KTK-KUR | Sudarsana rd |
| 4 | 20m 29 ch | KTK-KUR | Kumarathunga munidasa rd |
| 5 | 20m 38ch | KTK-KUR | Welabada rd |
| 6 | 20m 70ch | KTK-KUR | Sri wickrama rajasinghe rd |
| 7 | 30m 70ch | BLT-LWL | Kiragara rd |
| 8 | 31m 09ch | BLT-LWL | Colani rd |
| 9 | 31m 30ch | BLT-LWL | Baralassa Station Rd |
| 10 | 32m 45ch | BLT-LWL | Rosewila Rd |
| 11 | 34m 52ch | IWL-NAT | Sirigampola-Dematapitiya Rd |
| 12 | 35m69ch | IWL-NAT | Ulumola Rd |
| 13 | 38m 53ch | NAT-KWW | Gadolgodawatta, colony rd |
| 14 | 38m72ch | NAT-KWW | Gadolgodawatta,colony rd (siril) |
| 15 | 42m47ch | KWW-MDP | Nelumpokuna rd |
| 16 | 43m38ch | KWW-MDP | Mallawagara rd |
| 17 | 45m 09ch | MDP-CHL | Pambala, Bedumpara rd |
| 18 | 45m 40ch | MDP-CHL | Akkaradahaya rd |
| 19 | 48m 16ch | MDP-CHL | Olidaluwa rd |
| 20 | 48m 54ch | MDP-CHL | Iginigodawala rd |
| 21 | 48m 71ch | MDP-CHL | Sawarana Rd |
| 22 | 49m 01ch | MDP-CHL | Kandirippuwa rd (st. Anthony's rd) |
| 23 | 49m 58ch | MDP-CHL | Maikkulama rd(Alamba rd) |
| 24 | 51m33ch | CHL-BGY | Wattakalliya rd |
| 25 | 53m 08ch | CHL-BGY | Tissagama rd |
| 26 | 53m 69ch | CHL-BGY | Tissagama rd |
| 27 | 54m 04ch | CHL-BGY | Manuwangama rd |

| | | | |
|----|------------|---------|--------------------------------|
| 28 | 58m 44ch | BGY-MNL | Arachchikattuwa rd(station) |
| 29 | 59m 10ch | BGY-MNL | Wairankattuwa rd |
| 30 | 59m 74ch | BGY-MNL | Temple rd (nalladarankattuwa) |
| 31 | 60m 28ch | BGY-MNL | Bogahawettiya rd(Subha rd) |
| 32 | 60m 55ch | BGY-MNL | Maiyawa rd |
| 33 | 62m 74ch | BGY-MNL | Udappuwa rd |
| 34 | 64m 47ch | BGY-MNL | Pudukudiruppu rd(Kolani rd) |
| 35 | 75m 37ch | MNL-PVI | Madurankuli Thoduwawa rd |
| 36 | 79m 91ch | MNL-PVI | Gamsabha rd |
| 37 | 13m 32ch | JLA-TUD | Perera rd |
| 38 | 13m 61ch | JLA-TUD | Alexsendra rd |
| 39 | 18m 24ch | SED-LGM | Cemetry rd |
| 40 | 29m 02ch | KCH-BLT | Hiran Dambarewa mw |
| 41 | 29m 27ch | KCH-BLT | Angampitiya rd |
| 42 | 30m 41ch | BLT-LWL | Katukenda rd |
| 43 | 31m 65ch | BLT-LWL | Haldanduwana rd |
| 44 | 32m13ch | BLT-LWL | BSA-LWL rd |
| 45 | 32m 64ch | BLT-LWL | Private house rd |
| 46 | 32m 70ch | BLT-LWL | Festus rd |
| 47 | 39m76ch | NAT-KWW | Walahapitiya-Galamuna rd |
| 48 | 43m14ch | KWW-MDP | Mallawagara rd |
| 49 | 46m17ch | MDP-CHL | Pamboki-Siyabalagaswewa rd |
| 50 | 47m 52ch | MDP-CHL | Bandarawatte- Maradankulana rd |
| 51 | 48m 71.5ch | MDP-CHL | Sawrana rd |
| 52 | 49m70ch | MDP-CHL | Maikkulama rd |

KV Line

| No | Milage | Block Section | LX road name |
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| 1 | 01m 30ch | BSL/NHP | Seewali Road |
| 2 | 06m 34ch | NUG/MAG | Edirisinghe rd |
| 3 | 07m 29ch | NUG/MAG | Wijerama rd |
| 4 | 10m 18ch | MAG-PAN | Kanaththa Rd |
| 5 | 14m 69ch | HHR-HMA | Walawwa Rd(Gamunu Mw) |
| 6 | 20m 75ch | Liyanwala | Liyanwala |
| 7 | 21m51ch | Liyanwala-PDK | Padukka School Rd |
| 8 | 22m 15ch | PDK-Arukkwatta | Wawulkale |

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Information Copy Not For Bidding

Section VII. General Conditions of Contract**1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “CC” means the Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (l) “The Project Site,” where applicable, means the place named in the Contract Data.

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| <p>2.Contract Documents</p> | <p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. Funding source will be the treasury of government of Sri Lanka (GOSL).</p> |
| <p>3.Fraud and Corruption</p> | <p>3.1 SLR’s Anticorruption Policy requires bidders, suppliers, and contractors under GOSL financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SLR:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to influence the action of any party in a procurement process or the execution of a contract; (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract; <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and</p> <p>(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in GOSL financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an GOSL financed contract.</p> <p>Furthermore, Bidders shall be aware of the provision stated in the General Conditions (GC 34.1, Termination for Contractor’s Default).</p> |
| <p>4.Interpretations</p> | <p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all</p> |

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| | <p>communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.2 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.3 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| <p>5. Language</p> | <p>5.1 <i>The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</i></p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p> |
| <p>6. Joint Venture, Consortium or Association</p> | <p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p> |
| <p>7. Eligibility</p> | <p>7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute or as mentioned in Contract Conditions. In the absence of such standards, the Goods supplied shall be complied with other internationally accepted standards, such as British Standards.</p> |
| <p>8. Notices</p> | <p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.</p> |

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| 9. Governing Law | 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. |
| 10. Settlement of Disputes | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier. |
| 11. Scope of Supply | 11.1 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders. |
| 12. Delivery and Documents | 12.1 Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data. |
| 13. Supplier's Responsibilities | 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC11, and the Delivery and Completion Schedule, as per CC Clause 12. |
| 14. Contract Price | 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid. |
| 15. Terms of Payment | 15.1 The Contract Price, shall be paid as specified in the The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract. |

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| | <p>15.2 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |
| 16. Taxes and Duties | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods/service to the Purchaser.</p> |
| 17. Performance Security | <p>17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.</p> <p>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p> |
| 18. Copyright | <p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p> |
| 19. Confidential Information | <p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> |

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| | <p>19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.4 The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20.Subcontracting | <p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p> |
| 21.Specifications and Standards | <p>21.1 Technical Specifications and Drawings.</p> <p>a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.</p> |
| 22.Packing and Documents | <p>22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.</p> |
| 23.Packing and Documents | <p>23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.</p> |

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| 24. Transportation | 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier. |
| 25. Inspections and Tests | <p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications' codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.</p> |

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| | <p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.</p> |
| <p>26. Liquidated Damages</p> | <p>26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.</p> |
| <p>27. Warranty</p> | <p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.</p> <p>27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> |

**28. Patent
Indemnity**

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser within twenty- eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

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| <p>29.Limitation of Liability</p> | <p>29.1 Except in cases of criminal negligence or willful misconduct,</p> <p>a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.</p> |
| <p>30.Change in Laws and Regulations</p> | <p>30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.</p> |
| <p>31.Force Majeure</p> | <p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> |

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| <p>32. Change Orders and Contract Amendments</p> | <p>32.1 The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> |
| <p>33. Extensions of Time</p> | <p>33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.</p> |

34. Termination**34.1 Termination for Default**

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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| | <ul style="list-style-type: none"> (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 35. Assignment | 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 36. Price Variation | 36.1 Price Variation if allowed, will; be according to the Formula given in Contract Conditions and will be in force after 03 Months from the signing of the Contract |

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| Section VIII. Contract Data | |
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| CC 1.1 | The Purchaser is : The General Manager of Sri Lanka Railways |
| CC 1.1 | The name and identification number of the Contract are: Procurement of Level Crossing monitoring System for Sri Lanka Railways NCB No. SRS/f.8169 |
| CC 8.1 | For notices, the Purchaser's address shall be: Attention: General Manager Address: Sri Lanka Railways, Railway Headquarters, Olcott Mawatha, Colombo 10. Telephone Nos. : 94 (11) 2438078 or 94(11) 4600202 Fax No. : 94(11) 2432044 Email : srs.slr@gmail.com, tender1.srs@gmail.com Website : www.railway.gov.lk |
| CC 12.1 | Details of shipping and other documents to be furnished by the Supplier is not applicable. And the delivery schedule shall be as mentioned in the Schedule of Requirements. |
| CC 15.1 | Payment Terms shall be as mentioned in the Schedule of Requirements. |
| CC 17.1 | A Performance Security: The amount of Performance Security, as a percentage of the contract price, shall be Ten percent (10%) of the Contract price. Within fourteen (14) days of receipt of the Notification of award of the contract the successful Bidder shall furnish to the Purchaser an on-demand Performance Security. |
| CC 25.1 | Inspections will be carried out by the SLR Engineers at the point of Delivery or at the final destination as decided by SLR. Inspection of the systems shall be as mentioned in the Schedule of Requirements. |
| CC 26.1 | The liquidated damage shall be 0.5 % per week. |

| | |
|----------------|--|
| CC 26.1 | The maximum amount of liquidated damages shall be: 05% of the contract value. |
| CC 27 | Warranty period will be 36 months. Post warraenty period will be 5 years after the warrenty period of 36 months. |
| CC 36 | Price variation do not apply for this contract |
| | |
| | |

Information Copy Not For Bidding

Section IX Contract Forms

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of or corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data (Conditions of Contract)
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

Section IX Contract Forms

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Democratic Socialist Republic of Sri Lanka* on the day, month and year indicated above.

For and on behalf of the Purchaser Signed:

[insert signature]

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Section IX Contract Forms

2. Performance Security

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

Beneficiary General Manager

Sri Lanka Railways,
Railway Headquarters,
Olcott Mawatha,
Colombo 10.

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. ----- *[reference number of the contract]* dated ----- with you, for the ----- *Supply of* ----- *[name of contract and brief description]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the scheduled completion date]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

Section IX Contract Forms

3. Guarantee for Advance Payment

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process] [issuing*

agency's letterhead]

Beneficiary General Manager

Sri Lanka Railways,
Railway Headquarters,
Olcott Mawatha,
Colombo 10.

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of issuing agency]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*⁵⁰ *in figures and words]* upon **receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.**

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁵¹.

[signature(s) of authorized representative(s) of the issuing agency]

Invitation for Bids (IFB)
SRI LANKA RAILWAYS
PROCUREMENT OF LEVEL CROSSING MONITORING SYSTEM TO SRI LANKA RAILWAYS
IFB No. - SRS F. 8169

1. **The Chairman, Department Procurement Committee (Major) on behalf of Sri Lanka Railways, Colombo will receive sealed bids from Local Manufacturers/Suppliers for the supply of Level Crossing Monitoring System for Sri Lanka Railways.**
2. Bidding will be conducted through National Competitive Bidding (NCB) procedure.
3. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the address given below on working days from **19/05/2026** until **15/06/2026** from 9.00am to 3.00pm
Deputy General Manager (Procurement),
Railway Procurement Sub Department,
Olcott Mawatha, Colombo 10, Sri Lanka.
Telephone Nos. : 94 (11) 2438078 or 94(11) 4600202
Fax No. : 94(11) 2432044
Email : srs.slr@gmail.com, tender1@railway.gov.lk
Website : www.railway.gov.lk
4. The Bidder should have Contract Experience in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the bid submission deadline and should have Participated as a contractor, management contractor and subcontractor, in **at least 2 similar contracts within the last 5 years** each with a value of at least 100 million LKR that have been successfully and substantially completed.
5. A complete set of Bidding Documents in English Language may be purchased by interested bidders on the submission of a written application to the address of the Office of the Railway Procurement Sub Department, Olcott Mawatha, Colombo 10, Sri Lanka from **19/05/2026** to **15/06/2026** up to **3.00 p.m.** on payment of a non-refundable procurement fee of **Rs. 20,000/-** only.
6. Pre bid meeting shall be on **02/06/2026** at **10.00 am** at Signal and Telecommunication Sub Department, Dematagoda.
7. All bids must be accompanied by a Bid security. Amount of Bid security shall be **Rs. 1,000,000.00** and shall be an unconditional guarantee issued by Bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka.
8. Bids must be delivered to the address below on or before **2.00pm** on **16/06/2026** and the bids will be opened immediately after closing of the bids. Bidders or their authorized representatives are requested to be present at the opening of the bids. Late bids will not be accepted.

The Chairman,
Department Procurement Committee (Major),
Office of the Procurement Sub Department,
Sri Lanka Railways,
Olcott Mawatha, Colombo 10.

Ref. No. **SRS/F.8169**

The Chairman,
Department Procurement Committee (Major)
Sri Lanka Railways